

# Terms and Conditions of the “September Gold Credit Card Issuance and Usage Incentive” Promotion

Banco de Sabadell, S.A. (hereinafter, “the **Bank**”) is running a promotion, with support provided by Mastercard Europe S.A, targeted at Bank customers who have been invited to participate in the “September Gold Credit Card Issuance and Usage Incentive Campaign” (hereinafter, the “**Promotion**”) through digital communication. This Promotion shall be governed by the following Terms and Conditions (hereinafter, the “**Terms and Conditions**”).

## 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**’) to pay for goods and services in national and international physical and online stores.

## 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, “register **the Card**”) and use it within the promotional period, in accordance with the conditions set out in section 3 below.

The first 7,500 customers who meet the specified requirements and conditions for each of the Promotion’s two phases as outlined in Section 3 herein (hereinafter, the “**Participants**”) may qualify for a direct prize of a ten euro (€10) discount redeemable at online stores of the brands IKEA, DECATHLON, MEDIAMARKT or AMAZON as well as additional ten euro (€10) discount codes, subject to availability, redeemable at the aforementioned platforms and brands, provided the “**Card**” is used within the specified timeframes and pursuant to the conditions detailed below.

## 3. Promotion validity dates and mechanics

The promotion shall be valid from 12:00 a.m. on 02/09/2025 until 11:59:59 pm on 31/10/2025, 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 registering the Card

Customers of the Bank who are invited to participate in this first phase and who, **between 02/09/2025 and 22/09/2025** (the ‘**First Phase**’), correctly fulfil the following two conditions shall participate in this first phase:

1. 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.

2. Registering the Card on one of the Bank's mobile payment platforms (Google Pay, Apple Pay or Samsung Pay).

The first 7,500 customers to fulfil the conditions outlined in points 1 and 2 above, in chronological order, shall receive a direct prize of a ten euro (€10) discount that can be redeemed at online stores of the brands IKEA, DECATHLON, MEDIAMARKT or AMAZON, as further detailed in Section 4.1.

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

Customer data that are inaccurate or not current and valid as of the required date during the Promotion 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.

The Bank **reserves the right to extend the deadline established for the First Phase, thereby granting access to new Participants who did not receive the initial communication to join the Promotion. In such cases, appropriate measures shall be taken to publish and notarise this modification, while all other provisions herein shall remain unchanged.**

### 3.2. Second Phase: card Usage

Participants in this **second phase of the Promotion** shall be 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 02/09/2025 and 31/10/2025** (hereinafter, the **"Second Phase"**).

All qualifying Participants shall receive an additional ten euro (€10) discount voucher redeemable at online stores of the brands IKEA, DECATHLON, MEDIAMARKT or AMAZON.

Each Participant may obtain only one additional discount voucher, regardless of how many times they meet the foregoing requirements.

A **"purchase"** shall be understood as any transaction made with the **Gold Mastercard credit card** to acquire a good or pay for a consumer service at an online and/or physical retailer. Payment for financing transactions is expressly excluded, even if they are settled under the description of "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 prize under any circumstances:

- Those who, having been customers of the Bank throughout the entire Promotion Period, are no longer customers at the time the prize is awarded.
- Participants who, 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 Participant who, in the Bank's opinion, 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.
- Participants considered non-residents in Spain, in accordance with current tax regulations, during the Promotion Period.

Any fraudulent statement or evidence of false identity detected during the Promotion shall result in the immediate disqualification of the Participant.

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 prizes

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

##### **4.1. Ten euro (€10) discount at IKEA, DECATHLON, MEDIAMARKT or AMAZON for the first 7,500 Participants to meet the requirements of the First Phase:**

The first 7,500 Participants, in chronological order, who during the First Phase of the Promotion Period meet the requirements set out in section 3.1 (first phase to apply for and register the Card), shall receive a promotional code to use at online stores of the brands IKEA, DECATHLON, MEDIAMARKT or AMAZON. The code shall have a retail value of ten euros (€10.00), VAT included, redeemable with any purchase.

##### **4.2. An additional ten euros (€10) discount at IKEA, DECATHLON, MEDIAMARKT or AMAZON for all the Participants who meet the requirements of the Second Phase:**

All Participants who, during the Promotion Period, meet the requirements set out in section 3.2 (card use phase) shall receive a promotional code to use at online stores of the brands IKEA, DECATHLON, MEDIAMARKT or AMAZON. The code shall have a retail value of ten euros (€10), VAT included, redeemable with any purchase.

#### 5. Notification of Winners, and delivery and instructions to avail of the prizes

The prizes for both categories shall be awarded to the individual listed as the holder of the **Banco Sabadell Gold Mastercard credit card** who has met the participation requirements of the Promotion.

**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.

The Bank shall retain the computerised files containing records of all the Participants who meet the requirements set forth in these Terms and Conditions 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.

Once the Bank has verified the details of the winners of the prizes listed in heading 4.1 and 4.2 herein, and their compliance with all the requirements of this Promotion, they shall be notified of their status as winners during November 2025, via email, which shall include an alphanumeric code that shall allow them to redeem or exchange their discount voucher(s), with precise instructions for its use. Both the ten (10) euro vouchers and the ten (10) euro vouchers shall be valid for use until 30/12/2025.

Such contact shall be made via the email addresses provided by the Participants and recorded in the Bank's files.

If any winner of either type of prize declines the prize, cannot be reached, or fails to meet the requirements set forth herein, another winner shall be selected, in chronological order, from those who have met the requirements established in sections 4.1 or 4.2 herein, until the maximum number indicated in those sections for each type of prize is reached. 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.

The promotional discount codes 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 vouchers.

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. 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 forth herein.

As a Participant, you must follow any instructions that may be given 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. They shall also be filed in the Notarial Archive of Competition Rules (ÁBACO), a general service offered by the General Board 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.

## **7. 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 registry 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.

## **8. 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 tampering 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 promotional discount codes must be redeemed at the aforementioned retailers, at the time of purchasing any of the products included in the online catalogue or in physical stores and sold by any of the four brands listed, in accordance with the instructions and terms and conditions established by each of them in their shops, on their websites, or sales platforms. The Bank is not responsible for any malfunction of the aforementioned retailers or websites, nor for ensuring the integrity, quality, or suitability of the products purchased by each winner using these discounts.

Therefore, once the prize is accepted and delivered, the Bank is not liable for the proper functioning or enjoyment thereof. The Bank shall not be held liable for harm or loss suffered by prize recipients due to errors, delays, deficient provision of each service, or low quality of the purchased products. 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.

## **9. Taxation**

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

- Both the direct prize of a €10 discount promotional code and the additional €10 discount promotional code for use at IKEA, DECATHLON, MEDIAMARKT, or AMAZON constitute capital gains to be included in the payee's natural persons general income tax base. They are not subject to withholding tax under Article 75.3.f) of the Personal Income Tax Regulations.

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

## 10. Personal Data Processing

The data controller for personal data processing is Banco de Sabadell, S.A., with registered office at Plaza Sant Roc, 20, 08201 Sabadell, registered in the Mercantile Register of Barcelona, Volume/I.R.U.S. 1000152932861, folio 873, sheet B-1561, Tax ID no. A08000143. Credit institution subject to the supervision of the Bank of Spain and registered in the Special Administrative Register under number 0081.

The purpose is to manage and control participation in the Promotion and the actions and operations deriving therefrom, which may involve sending electronic communications or contacting the data subject through the location data provided.

Similarly, personal data shall 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.

Only the companies responsible for managing the Promotion shall have access to your data as data processors and they shall use 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.

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 prizes may authorise the bank to use their full name and image for any advertising or communication related to the Promotion, 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 shall in no way condition the delivery of the prize, which is independent of it.

## 11. 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.