

**TERMS AND CONDITIONS OF THE PROMOTION**  
**"IBERDROLA €1.000 PRIZE DRAWS"**  
**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 **"€1.000 Iberdrola 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](http://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](http://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 January 2025 and will end at 11:59 p.m. on 31 January 2025, 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 Promotion 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](http://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.

This Promotion is free of charge for Participants in the sense that it does not in itself imply an increase in the price or tariff of the Plan that is the subject of this Promotion.

In the event of cancellation of a contract by a participant within the legal period of 14 days, the list of participants will be updated with all the contracts that are still in force and participants who have canceled their contracts will be excluded from the prize draw.

## **7.- 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 canceled 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 prizes of this Promotion consist of a total of THIRTY (30) Virtual Wallet Cards (hereinafter, the “**Virtuo Cards**”) each having an available balance of ONE THOUSAND (1.000).- Euros.

These Virtuo Cards will be delivered to Participants who have fulfilled each and every one of the requirements set out above and who are the winners of the draws to be held within a maximum period of 5 days from 17 February 2025, the date on which Iberdrola will deliver the lists of participants in such draws.

After signing up for the Plan and once it has been confirmed that the requirements for participation in this Promotion have been met, IBERDROLA will send CHEQUE MOTIVA 30 lists, one per day while the Promotion is active, of customer codes together with their National Id (DNI), as an EXCEL file, so that it can carry out thirty prize draws, one for each list/day sent by IBERDROLA, with the EASYPROMOS digital tool from which, 1 winners and 5 alternates per day will be drawn for each prize draw.

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 the prize draws have been carried out, CHEQUE MOTIVA will send IBERDROLA the list of winning Participants and alternates for each prize draw held, so that the latter can provide CHEQUE MOTIVA with the telephone and email details of the winning Participants and, where appropriate, any other information that may be necessary to inform the Participants who have won the Virtuo

Cards of this fact.

Within a maximum period of five (5) working days from the date on which CHEQUE MOTIVA receives the contact data referred to in the previous paragraph, it will send the winning Participants an email informing they are the winners and an acceptance letter and will detail the instructions to get the Virtuo Cards. The winning Participants must reply to this e-mail, including the duly completed letter of acceptance of the prizes, within 48 hours of receipt, during which time CHEQUE MOTIVA will make a maximum of 3 telephone contacts to verify that the winning Participants have received this e-mail. If there is no contact or no acceptance letter duly filled has been received, the winners will be replaced by the alternates resulting from each prize draw.

In the event that CHEQUE MOTIVA is unable to contact all of the winning Participants and the respective alternates for each prize draw held, the Prizes that could not be awarded in respect of each prize draw will be declared void.

## **8.2 Prize conditions**

8.2.1. The stock of Prizes is limited to the units indicated in section 8.1. above.

8.2.2. Virtuo Cards will have an expiry date of 12 months from the date of issue.

Participants will be informed of the conditions and instructions for use in the email in which they receive the link to download the Virtuo Card voucher.

8.2.3. Participants who have won the Virtuo Cards are also advised to consult and be fully informed of the terms and conditions and instructions for use of the Virtuo Cards on the website <https://mitarjeta.virtuocard.io/instrucciones>

8.2.4. 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 winners of the Prizes, without generating any right to receive any remuneration in their favour.

8.2.5. Prizes given are not transferrable. The Prizes obtained are non-transferable. In the event that, for whatever reason, the Prizes are not downloaded or enjoyed within the aforementioned deadlines, they will be forfeited, and IBERDROLA may manage them as it deems appropriate.

Likewise, marketing and/or sale of the Prize(s) is prohibited.

## **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 already paid, all in accordance with the provisions of the aforementioned Law 35/2006 of 28 November.

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

## **10.- DISCLAIMER**

Neither IBERDROLA nor CHEQUE MOTIVA, as applicable, are responsible for:

- the veracity of the data provided by the Participants in the Promotion, both at the time of signing up for the Plan and at the time of providing the data to obtain the Virtuo Cards.
- the use the winning Participants make use of the €1,000 of the Virtuo Cards, or of any incident that they cause or produce after payment or collection.
- of incidents and events of any kind caused by a breakdown in the computer programme (e.g. impossibility of registration, 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 the impossibility of registering a winning Participant to receive the Virtuo Cards 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 favor.

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](mailto: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](mailto: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, data of the Participants in the Promotion 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.

CHEQUE MOTIVA as the agency in charge of managing the Promotion, will use the data of the Participants only to carry out the prize draw, to proceed to the communication of the Prize and to act in the delivery process of the prize, eliminating such data once the delivery of the prize has been concluded.

Likewise, IBERDROLA may share the data of the winning Participants of the Promotion with agencies,



federations and entities related to the delivery and enjoyment of the Prizes that are the subject of the Promotion, with whom it will also have signed the legally required contracts that guarantee compliance with its obligations.

### **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 your 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](mailto:protecciondatos.comercial@iberdrola.es); My Customer Area' within [www.iberdrola.es](http://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 'Iberdrola €1.000 Prize Draw' Promotion'. Please note that you can also file a complaint with the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)) or the equivalent control authority.