

 **Terms and conditions****1. Name and trade name of the organising company**

The retail company IBERDROLA CLIENTES, S.A.U., with registered office Plaza Euskadi 5, 48009, Bilbao, Spain, and tax address calle Tomás Redondo 1, 28033, Madrid, and C.I.F. (Tax ID Number) A-95758389 (herein, “**IBERDROLA**”).

2. Description of the promotion

By means of the following terms and conditions, IBERDROLA establishes the rules and regulations for the “IBERDROLA SMART CLIMATE AEROTHERMY” (hereinafter “the Promotion”).

The purpose of the Promotion is to apply a commercial discount on the electricity bills of the supply on which a charging point has been installed by IBERDROLA and which is identified as such in the Smart Climate contract.

This commercial discount is a total of €800 which will be applied on a pro-rata basis on the electricity contract bills during a period of 5 years (the “**Discount**”).

3. Requirements to participate in the promotion

Customers must fulfil the following conditions to take part in this Promotion:

- a)** Sign up for aerothermy with IBERDROLA, a product named “Smart Clima Aerothermy”
- b)** That the particular terms and conditions of the Smart Climate contract identify the application of this promotion by the following text: “SPECIFIC TERMS AND CONDITIONS FOR THE PROMOTION “SMART CLIMA AEROTHERMY **PROMOTION**”
- c)** Be the holder and end user of the electricity contract with IBERDROLA on the supply point (CUPS) to which the aerothermy is connected (hereinafter “Electricity Contract”)
- d)** Have electronic billing activated in the Electricity Contract during the entire duration of the Promotion.
- e)** Be up to date with the payment of bills issued by IBERDROLA in the Electricity Contract throughout the entire duration of the Promotion.
- f)** That the customer uses the energy of the Electricity Contract for domestic use. This means that it must not be used for a professional activity or part of **a productive activity.**
- g)** Self-employed persons and businesses are not eligible.
- h)** IBERDROLA employees and groups with the right to a special rate are excluded from the Promotion.
- i)** Any other requirements that may be added in the terms and conditions of the Promotion at any given **time.**

4. Territorial Scope of the promotion

The Promotion is valid in Spain.

5. Activation of the promotion

In order to start enjoying the Promotion, the Customer must have installed and paid for the sale and installation of the aerothermy and also be up to date with the payment of the Electricity Contract with IBERDROLA.

IBERDROLA will activate the Promotion on electricity bills issued as soon as all the requirements are met and there may be a waiting period of up to three months.

6. Mechanics of the promotion

The discount will be applied on each bill that involves billing days in the power term (it will not be included in bills for Access Rights, Billing of other products and services, Regularisations, etc.). The value of the discount will be proportional to the number of days to which each bill applies, up to a maximum of the value of the bill itself, avoiding the generation of negative bills and accumulating the outstanding amount for subsequent bills.

This Promotion is independent and can be accumulated with other promotions that may exist.

The right to the Discount is associated with the Electricity Contract and the supply point (CUPS). This will therefore be maintained in the event of a change of the contract holder with subrogation of conditions. It will not be maintained in the event of a change of contract holder via transfer with new conditions.

The customer may switch to any electricity supply contract plan in IBERDROLA's catalogue without losing the right to receive the promotion.

If the contract is cancelled at IBERDROLA Clientes, the right to continue receiving the Promotion will be lost, and it will not be considered as a penalty on the Electricity Contract.

If the amount of the bills is less than the Discount, the promotion will continue to run until the amount of €800 is paid off for as long as necessary up to a maximum of 10 years.

7. Duration of the promotion and amendment of the terms and conditions of the

Customers who meet the above requirements in the period between 1 September 2024 and 31 March 2025 and continue to do so for as long as the Promotion continues to apply to them will be eligible for the Promotion.

IBERDROLA reserves the right to end this Promotion at any time, which will be published at least 15 days prior to the effective date, in the same place where the terms and conditions of the Promotion are published, without prejudice to the fact that, for those customers who have already activated the Promotion, the pending Discounts will continue to be applied until the end of the Promotion's 5-year period of validity.

Likewise, IBERDROLA may amend these terms and conditions, which will be published at least 15 days prior to the effective date, in the same place where the terms and conditions of the Promotion are published.

When the customer, in the contract associated with the promotion, has more than 3 unpaid bills, the promotion will be cancelled and will not be reactivated.

8. Disclaimer

Participation in this Promotion is voluntary, and IBERDROLA declines all claims brought against it in this regard. The discount granted in the Promotion is subject to these terms and conditions and may not be exchanged for cash, and will not be changed, altered or compensated at the customer's request.

If the customer rejects the discount obtained, no alternative gifts will be offered.

IBERDROLA and any other entity that is professionally linked to this Promotion are exempt from any responsibility that could derive from any circumstance attributable to third parties that could affect how the Promotion works.

Similarly, the entities described will in no case be responsible for any direct, indirect and/or circumstantial damage of any nature, whether immediate or deferred, which may appear during or as a consequence of the enjoyment of the Promotion.

In case of fraud or another promotional mechanism contrary to these terms and conditions or good faith, IBERDROLA reserves the right to withhold the benefits of the Promotion.

9. Data protection

For the purposes of the regulations regarding personal data protection, taking part in the promotion and acceptance of the privacy conditions and associated terms and conditions implies the consent of the data subjects to the processing of their data for the purposes of managing the Promotion, managing the contractual relationship which the customer/participant, as appropriate, has with IBERDROLA and in order to send commercial communications via the conventional and electronic means of contact provided, regarding the supply of energy, products, services, and sporting, cultural and charity activities in which they participate, offering benefits for its customers based on their commercial profile.

The data may be accessed by third-party service providers in order to manage the Promotion.

We inform you that your data will be stored in the case of customers, during their contractual relationship with IBERDROLA and after the end of the Electricity Contract for a period of 2 years.

In other cases, the processing period will be 2 years from the collection of the data. All of this notwithstanding the obligation to block this information while complying with obligations regarding the processing and the applicable law.

Lastly, IBERDROLA hereby informs you that you may exercise your rights to access, rectification, deletion, opposition and limit the processing of your personal data by writing to IBERDROLA CLIENTES, S.A.U. – Att. Responsable Protección de Datos, Apartado de correos nº 1732, 28080 Madrid, Spain, or through any other IBERDROLA channel: Customer Service Phone Number 900 225 235; email:

protecciondatos.comercial@iberdrola.es, 'My Customer Area' at www.iberdrola.es, and any of the Service Points, indicating the identification particulars, postal or e-mail address, reasons for the request and supporting documentation including proof of identity.

If the participant does not obtain a satisfactory response, IBERDROLA hereby informs them of their right to submit a complaint to the Spanish Data Protection Agency, Calle Jorge Juan 6, 28001 Madrid, Spain or through its website: <https://www.aepd.es/>

10. Acceptance of the terms and conditions

Participation in the Promotion implies full acceptance of these terms and conditions, as well as acceptance of IBERDROLA's criteria in the interpretative decisions it makes related to them, so that any statement in the sense of not accepting them will imply the exclusion of the participant and, as a consequence, IBERDROLA will be released from fulfilling the obligation with said participant contracted in relation to this Promotion.

11. Applicable law and jurisdiction

These general terms and conditions shall be interpreted according to Spanish law. For all matters relating to interpretation, compliance and execution of these terms and conditions, IBERDROLA and the participants, expressly waiving any other jurisdiction that may correspond to them, submit to the jurisdiction and competence of the Courts and Tribunals of Madrid.