

TERMS AND CONDITIONS OF THE PROMOTION "X-MAS ENERGY OFFER"

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 "Energy X-mas Offer" (hereinafter, the "Promotion"), which will be governed by these terms and conditions (hereinafter, the "Terms and Conditions").

2.- PURPOSE

The purpose of the Promotion is to encourage new electricity contracts with Iberdrola (new customers or customers contracting new supplies) during the Promotion Period, as well as to promote the use of its loyalty programme called "MY IBERDROLA".

Iberdrola is organising the Promotion in order to offer an incentive to all those individual users who do not belong to "MY IBERDROLA" and who register with "MY IBERDROLA" during the validity period of the Promotion.

3.- TERM

The Promotion that is the subject of these Terms and Conditions begins at 09:00 a.m. (CET) on 13 December 2024 and will end at 11:59 p.m. (CET) on 7 January 2025, at which time participation in this Promotion will be closed.

4.- TERRITORIAL SCOPE

This Promotion will be valid for supply points located in Spain, except for Ceuta and Melilla.

5.- RESTRICTIONS ON PARTICIPATION

This Promotion is limited to individuals resident in Spain for tax purposes, who are of legal age and who, during the Validity Period, sign a new electricity supply contract with Iberdrola as the retail company, through its digital contracting channels and at any of the following rates:

- Electricity, supplies with access tariff 2.0 TD (contracted power up to 15kW):
 - Smart Saving Plan
 - More Savings Plan

- Stable Plan

A new contract is understood to be that which comes from any retail company other than Iberdrola, as well as direct registrations.

Persons holding the new contracts are considered the "Participants" of this Promotion.

Participants must register a valid e-mail address during the signing up process.

Any participations that do not comply with all the requirements established in these Terms and Conditions will be considered null and void.

6.- PUBLICATION AND ACCESS TERMS AND CONDITIONS

These Terms and Conditions will be published and accessible to all Participants and the general public on Iberdrola's website for the duration of the Promotion. Likewise, at the time of signing up for the Plan, the customer is informed of the participation in this Promotion and is given access to these Terms and Conditions, which may be consulted by the Participants at any time.

7.- INCENTIVES

In the case of new electricity supply contracts in the Promotion tariffs: €120 Credit in My Iberdrola divided into 12 instalments.

8.- MECHANICS

Participants who sign up on the website through the Promotion between 13 December and 7 January 2025 and register with "My Iberdrola", from 13 December 2025, will see a credit of €10 per month for 12 months in the "Iberdrola Customers" Application, with a final total amount of €120.

If you are already registered in the "My Iberdrola" programme prior to the new contract, you will obtain the credit corresponding to the Promotion from 13 January 2025, which will be added to the credit you have at that time.

In the event of suspension, termination of the contract or change of Plan within 12 months of signing up, the right to receive the credit of €10 per month for the remaining months of the Promotion will be lost.

9.- ACCEPTANCE OF THE TERMS AND CONDITIONS

By participating in this Promotion, the Participant accepts the Terms and Conditions. The Participant accepts that the Organiser may postpone, shorten, extend, modify, cancel or suspend the Promotion if necessary, without any liability for the Organiser, who will communicate this as soon as possible.

The Organiser is authorised to resolve any contingency not foreseen in these Terms and Conditions, as well as to interpret it, without prejudice to what is stated in these terms and conditions in the event of a dispute.

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.

12. 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.

13.- 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)

14.- 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.

13.- PRIVACY NOTICE

Iberdrola, in accordance with commercial legislation, undertakes to protect your privacy , and guarantees you 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.

In addition, we will keep your data accurate and up-to-date, keeping it in a form that allows its identification only for the time necessary to fulfil the purposes of the processing.

Iberdrola has implemented the necessary technical and organisational measures to protect your data from accidental loss or unauthorised alteration, access, use or disclosure, and has also established procedures to react to any security incident that could affect your personal data.

By means of this privacy notice we inform you about the processing of your personal data due to your registration and participation in the promotion. You should read this notice in order to understand the purpose and circumstances of the processing of your personal data by Iberdrola.

Any changes to this privacy notice will be communicated in a timely manner.

What personal data do we collect and process?

The personal data that Iberdrola processes as participant in the promotion are: name, surname and National Id/Foreign Residency card (DNI/NIE).

These data will be those provided by the participants by signing up to one of the electricity plans mentioned in section 5 ("5.-LIMITATIONS TO PARTICIPATION") of this document.

Who is the data controller for your personal data?

The data controller of your 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 your personal data by sending an e-mail to dpo@iberdrola.es

What will we process your personal data for?

The information provided by you when signing up for an electricity plan in connection with the Promotion and the information provided in the form will be processed for the following purposes:

a) Management of participation in the promotion and its organisation and logistics;

What is the legal basis for processing your data?

The legal basis for the processing of your personal data for the purposes indicated in section a) above is the execution of these terms and conditions governing the participation in the Promotion, which Participants accept when you register for the Promotion.

For how long will we keep your data?

On the other hand, the personal data processed for the purpose a) will be kept for the duration of your participation in the promotion.

In the event that you exercise your right to object to the processing purposes above, your participation in this Promotion will be terminated and the personal data processed will be deleted immediately. 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?

Moreover, your 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.

What are your rights?

You have the right to access your 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.

You 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; 900 225 235; email: protecciondatos.comercial@iberdrola.es; My Customer Area' within 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 "Energy X-Mas" Promotion. Please note that you can also file a complaint with the Spanish Data Protection Agency (www.aepd.es) or the equivalent control authority.