

TERMS AND CONDITIONS OF THE PROMOTION
"CEPSA GOW BALANCE AT CEPSA SERVICE STATIONS"

ONE: PURPOSE.

By the following bases, commercial CEPSA COMERCIAL PETRÓLEO, S.A.U. (Hereinafter CEPSA) establishes the governing bases for the Promotion "CEPSA SERVICE STATIONS" (Hereinafter the Promotion).

Pursuant to these bases, during the term of the Promotion, the participants of CEPSA's "Cepsa Gow" Promotional System may obtain, in the form of a Promotional Balance, a refund of part of the price paid for the consumptions made at the Service Stations with "Cepsa" image participating in the Promotion, provided that at the time of payment they identify themselves as participants of the "Cepsa Gow" Promotional System through the use of any of the means established for such purpose and provided that they comply with the requirements demanded by the aforementioned Promotional System and those outlined in these bases.

TWO: REQUIREMENTS.

To participate in the Promotion, the customer must be a participant of the "Cepsa Gow" Promotional System and identify themselves as such using the means established for this purpose when paying for the purchase or making the payment using a "Cepsa Gow Mastercard" and/or through the Cepsa Gow Application (being duly identified), under the terms established in these rules, and the conditions, requirements and anti-fraud policies established in general for participants of the "Cepsa Gow" Promotional System must be complied with.

THREE: PROMOTION SCOPE.

This Promotion is valid at service stations with the "Cepsa" image participating in the Promotion from April 18 to April 17, 2024 (both inclusive).

FOUR: PROMOTIONAL PROCEDURE.

The Promotion procedures will be as follows:

- 1.** During the term of the Promotion, participants in CEPSA's "Cepsa Gow" Promotional System, provided that, when paying, they identify themselves as participants in the "Cepsa Gow" Promotional System by using any of the means established for this purpose, will obtain a refund of part of the price paid for the consumptions made at the Service Stations with "Cepsa" image adhering to the Promotion, as a balance of the Promotional System, of:
 - **FIVE EURO CENTS FOR EACH LITER (0.05.-€/liter)**, including taxes, of Star Gasoline, Star Diesel, Liquefied Automotive Gas and/or AbBlue from Cepsa (excluding Vehicular Natural Gas) that is refueled.
 - **EIGHT CENTS OF EURO FOR EACH LITER (0.06.-€/liter)**, taxes included, of Optimum Gasoline and/or Optimum Diesel that you refuel.
 - **FOUR CENTS OF EURO FOR EACH KILOWATT (0.02.-€/KWH.)**, taxes included, for the contracting of recharging services in chargers with Cepsa image.

- **FIVE EURO CENTS FOR EACH EURO (0.05.-€/euro)**, taxes included, of the products purchased in the store (excluding regulated price products, butane, press, tobacco, lotteries, digital contents, recharges and cell phone cards, lubricants, and automotive aid products that are not Cepsa or Ertoil) and of the car wash services.

The discounts of this Promotion cannot be accumulated with other advantages and promotional benefits unless otherwise established in the legal terms and conditions of the specific promotion applicable.

2. For the consumption of any other CEPESA product and/or service other than the products mentioned above to which this promotion refers, the participant will not obtain any discount under the provisions of these rules unless there is another Promotion concerning the same.
3. If the participant of the "Cepsa Gow" Promotional System is also identified as a member of "El Club Carrefour" to benefit from the "4% Carrefour" Promotion, he/she will only obtain, in the form of a Balance of the Promotional System: (i) 0.5 euro cents, including taxes, for each liter of gasoline and/or diesel fuel refueled (Star Range and Optimum Range); and (ii) 1.5 euro cents for each euro, including taxes, of the products (other than fuel) purchased in the store (excluding regulated price products, butane, newspapers, tobacco, lotteries, digital content, recharges and cell phone cards, lubricants, and automotive assistance products that are not Cepsa or Ertoil) and car wash services.
4. If the participant belongs to a group that has established other advantages and promotional benefits, they will obtain those that have been communicated to them, but they will not be cumulative to those established in these legal terms and conditions unless expressly stated otherwise.
5. CEPESA will not be responsible for the impossibility to apply the Promotion due to technical problems.
6. The participant may pay the rest of the purchase amount by any of the payment methods accepted in the Cepsa Service Stations adhered to the Promotion, including payment using the Promotional System Balance but will not be able to benefit from the Promotion if the payment is made with professional payment cards (both StarRessa Cards and Cards issued by third parties and accepted in the Cepsa Service Stations).
7. The discount is compatible with the Club Grupo discount card and is incompatible with discounts on professional payment cards (both StarRessa cards and cards issued by third parties and accepted at Cepsa Service Stations), the Taxi discount card, and other discount promotions in force at the point of sale.
8. The acceptance of the Promotional Credits obtained by the customer is voluntary, waiving any claim against CEPESA for said reason. The Credits obtained on the basis of this Promotion is subject to these terms and conditions and it will not be possible to replace it with cash and, in no case, will it be subject to change, alteration or compensation at the request for the winner. If the customer rejects the credits obtained, no alternative gifts will be offered.
9. If during the period of the promotion in progress, there is any change in your status as a participant of the "Cepsa Gow" Promotional System and you unsubscribe, the right to continue participating and enjoying the Promotion will be canceled to all intents and purposes.
10. The Promotion is free of charge and does not in itself imply an increase in the price of the products and/or services promoted, or any additional payment to be able to participate.

FIVE: GENERAL CONSIDERATIONS.

1. Participation in the Promotion constitutes acceptance of these terms and conditions in their entirety, so if the Participant expresses his/her non-acceptance thereof, it will imply his/her exclusion and, as a result, CEPSA will be released from compliance regarding any obligations in relation to this Promotion with said Participant.
2. CEPSA reserves the right to modify the conditions of this Promotion at any time, and even its possible cancellation before the Promotion closing date, undertaking to announce the new terms and conditions or, if applicable, the definitive cancellation of the Promotion with sufficient notice in the same manner and using the same means as these terms and conditions.
3. In case of fraud or other promotional mechanics that do not respect the present rules, the requirements and limits to fraud established for the participants of the "Cepsa Gow" Promotional System or good faith, CEPSA reserves the right to refuse the delivery of the discount to the participant.
4. CEPSA accepts no liability for any potential loss, damage, theft, delay or other circumstance attributable to third parties that could affect the development, participation or discount given in this Promotion.
5. All references to CEPSA are understood to refer to the company CEPSA COMERCIAL PETROLEO, S.A.U.

SIX: DATA PROTECTION.

WHO IS THE DATA CONTROLLER? In compliance with current legislation on the protection of personal data, with special attention to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter, "GDPR") and the Organic Law 3/2018, of December 5, on the Protection of Personal Data and guarantee of digital rights (hereinafter, "LOPDGDD"), the participant is informed that personal data will be processed in its capacity as Data Controller of personal data by CEPSA COMERCIAL PETRÓLEO, S.A.U. (hereinafter, "CEPSA"), with N.I. (Tax Identification Number) A-80298896, and registered office at: Paseo de la Castellana, 259 A, 28046-Madrid (Spain) data protection delegate: dpo@cepsa.com.

WHAT DATA ARE PROCESSED, FOR WHAT PURPOSE, AND ON WHAT BASIS OF LEGITIMACY? The personal data provided by the Participant to participate in the promotion, as well as those provided in the future as a result of their development, will be incorporated in a CEPSA personal data protection registry for the following purposes:

- 1) **Management and control of participation in the promotion.**
 - **Purpose:** To provide, manage, control, and maintain the services necessary for its participation in the "Cepsa Gow" Promotional System and this Promotion;
 - **Type of data:** Identification and contact information.
 - **Basis of legitimacy:** GDPR - art. 6.1.b) Processing necessary for the performance of a contract to which the data subject is a party or for the implementation at the data subject's request for pre-contractual measures. The Participant is informed that participation in the promotion is voluntary.
- 2) **Management and control of the benefits and advantages applicable to the promotion.**
 - **Purpose:** Process the benefits and advantages applicable to the promotion.
 - **Type of data:** Identification and contact information.
 - **Basis of legitimacy:** GDPR - art. 6.1.b) Processing necessary for the performance of a contract to which the data subject is a party or for the implementation at the data subject's request for pre-contractual measures.
- 3) **Sending electronic communications to manage the promotion.**

- **Purpose:** Send communications by email, related to your participation in the Promotion and in particular the sending of the discount coupon.
 - **Type of data:** Identification and contact information.
 - **Basis of legitimacy:** GDPR - art. 6.1.b) Processing necessary for the performance of a contract to which the data subject is a party or for the implementation at the data subject's request for pre-contractual measures.
- 4) **Fraud control and prevention.**
- **Purpose:** Development of activities and techniques for fraud control in order to avoid the materialization of circumstances that may cause the participant to be a victim of deception or trickery.
 - **Type of data:** Identification and contact information.
 - **Basis of legitimacy:** GDPR art. 6.1.f) Processing is necessary to satisfy legitimate interests pursued by the controller.
CEPSA has carried out a detailed assessment of the priority of the rights and freedoms of data subjects by carrying out a thorough assessment of the legitimate interest exceeding the minimum interference with the fundamental right to data protection of the individuals affected by the data processing.
For further information on the legitimate interest invoked by CEPSA, please contact us at dpo@cepsa.com.
- 5) **Provision of Customer Service.**
- **Purpose:** to attend to the requests, petitions, queries, complaints, or claims of the interested party in connection with the development of the promotion.
 - **Type of data:** Identification and contact information.
 - **Basis of legitimacy:** GDPR - art. 6.1.b) Processing necessary for the performance of a contract to which the data subject is a party or for the implementation at the data subject's request for pre-contractual measures.
- 6) **Compliance with legal regulations.**
- **Purpose:** Compliance with the legal obligations imposed on CEPSA in any order. Depending on the case, this may lead to responding to judicial and administrative orders.
 - **Type of data:** Identification and contact data; Data derived from the use of the service.
 - **Basis of legitimacy:** RGPD - 6.1.c) Processing necessary for compliance with a legal obligation applicable to the data controller.

HOW ARE THIRD-PARTY PERSONAL DATA COLLECTED? If the personal data provided is by a third party, Participants guarantee that they have informed that party of the Privacy Policy and obtained its authorization to provide their data to CEPSA for the purposes mentioned above. It also ensures that the data provided is accurate and up-to-date, it being responsible for any loss or damage, direct or indirect, that might arise as a result of the non-compliance of such obligation.

HOW LONG WILL THE PERSONAL DATA BE KEPT? The personal data provided by the Participant shall be kept for the duration of the Promotion or while registered in the "Cepso Gow" Promotional System, and subsequently, during the period of limitation of any actions that may arise and, after the blocking period has elapsed, their complete deletion. They may also be retained where they are necessary for the performance of a legal obligation or to prepare, exercise and defend claims.

If a Participant revokes their consent or exercises their rights of cancellation or removal, their data shall be kept blocked at the ruling of the Court within the time limits legally established to meet the possible liabilities arising from personal data processing.

Once any applicable legal retention period and any actions that may arise from the relationship have expired, we will completely delete your data.

WHAT IS THE PERSONAL DATA SOURCE? The personal data that CEPSA will process to manage the participation in the promotion have been provided by the Participant themselves, such as name,

surname, address, or contact details. Participants are responsible for its truthfulness and for updating the same.

Under no circumstances will data from third parties be collected from the Participant.

TO WHOM ARE THE PERSONAL DATA COMMUNICATED? ARE THEY TRANSFERRED INTERNATIONALLY? In compliance with the above-mentioned purposes, the personal data of the participants may be transferred to the following recipients depending on the legitimate basis of the communication:

- **RECIPIENT 1:** If necessary, to companies of the CEPSA GROUP, which can be consulted at www.cepsa.com, for administrative purposes and management of the relationship with the **Participant**, based on CEPSA's legitimate interest to that effect. The legitimate interest for the aforementioned purpose of communication would consist of guaranteeing better organization and optimization, as well as unified management of the resources of the business group in cases in which, internally, it is necessary for the effective execution of the activity.
- **RECIPIENT 2:** Government agencies and the judiciary.
- **RECIPIENT 3:** If applicable, to CEPSA suppliers contracted, if applicable, for the organization and development of this Promotion and to carry out the appropriate procedures for the development of the same.
- **RECIPIENT 4:** If applicable, to the Notary with whom the legal terms and conditions of the promotion are filed, in order to control the legality of the promotion and its development.
- **RECIPIENT 5:** If applicable, to the Government Tax Administration Agency in order to withhold the corresponding tax, if any,

No international transfer of participants' personal data is foreseen. However, in the event of any international transfer, it will be carried out in compliance with the criteria and requirements of the regulations in force, through the adoption of appropriate legal guarantees, which may consist of the formalization with the recipient of the data of (i) Standard Contractual Clauses approved by the European Commission to legitimize the international transfer of data to third countries or (ii) in another valid legal instrument that allows guaranteeing an adequate level of protection equivalent to that of the European Economic Area.

If you wish, you may obtain additional information on international transfers by contacting our DPO at dpo@cepsa.com

WHAT RIGHTS DOES THE PARTICIPANT HAVE? You are hereby reminded that, as a Participant, you can exercise, in respect of CEPSA, where applicable, your right to access, rectify or erase data, to restrict data processing, to object, to data portability, and to object to automated individual decision-making. Participants may withdraw their consent if they granted it for any specific purpose, and may modify their preferences at all times.

Participants may exercise their rights via the email address derechos.arco@cepsa.com, or at the registered office of CEPSA at 259 A Paseo de la Castellana - Torre Cepsa, 28046 Madrid, Spain. Participants are informed that they can direct any claim regarding personal data protection to the Spanish Data Protection Agency www.aepd.es, Spain's Monitoring Authority.

Additional information on the protection of personal data regarding the "Cepsa Gow" Promotional System is available at www.cepsagow.es.

HOW LONG WILL THE PERSONAL DATA BE KEPT? The interested party is informed that their data will be kept in accordance with the legal terms applicable in each case, taking into account the type of personal data processed and the purpose of the processing. When the processing is no longer necessary, the affected data will be blocked so that they are only available when required by the Public

Administrations and courts that may require them, as well as in anticipation of their need for the exercise, formulation, or defense of any action or claim that may arise from the activity carried out.

Once any applicable legal retention period and any actions that may arise from the relationship have expired, we will completely delete your data.

WHAT RIGHTS DOES THE USER HAVE? Interested parties may exercise before CEPSA, where applicable, their rights to access, rectification, erasure, restrict processing, object, portability and objection to automated decision making and profiling. He may also revoke his consent if he has granted it for any specific purpose, and may modify his preferences at all times.

The interested party may exercise their rights by sending a letter to the following email address: derechos.arco@cepsa.com or to CEPSA's registered office (Ref.: Data Protection-Legal Counsel), at Paseo de la Castellana, 259 A, 28046-Madrid (Spain) to which you must attach a copy of your identification document (ID card, PASSPORT, NIE ID number, etc.) so that CEPSA can identify you.

Customers are likewise informed that Cepsa has appointed a Data Protection Officer (DPO) who can be contacted by email dpo@cepsa.com and who can address any type of complaint regarding personal data protection before the Spanish Data Protection Agency www.aepd.es, the Spanish Control Authority.

SEVEN: FILING THE TERMS AND CONDITIONS.

The terms and conditions of this Promotion will be stored and available to any interested party at the offices of COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A., located in Madrid (28046), Torre Cepsa, at Paseo de la Castellana, 259-A, as well as on the Website www.notariado.org.

EIGHT: JURISDICTION.

These terms and conditions and their possible interpretation will be subject to Spanish law and the competent Spanish courts.

Madrid, April 18, 2023.