# TERMS AND CONDITIONS OF THE PROMOTION "CEPSA HEATING OIL - SINGLE-FAMILY DWELLING 2021-2022 - DISCOUNT-COUPON".

### **ONE: PURPOSE.**

By means of the following conditions, COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A. (hereinafter CEPSA) establishes the rules and regulations for the "<u>CEPSA HEATING DIESEL OIL - UNIFAMILY HOUSE 2020-2021 - DISCOUNT-COUPON" promotion</u>. (hereinafter the Promotion).

In accordance with these rules, CEPSA customers, consumers of Cepsa Heating Diesel Oil and/or Cepsa Performance Heating Diesel Oil who, during the duration of the Promotion, may obtain a DISCOUNT-COUPON OF FIFTEEN EUROS (15.-€) (Promotion limited to 1,500 discount-coupons) provided that they place an online order of Cepsa Heating Diesel Oil or Cepsa Performance Heating Diesel Oil through the Reserved Area of the CEPSA website for a single-family home, or through the web form provided for the promotion and/or a DISCOUNT-COUPON OF FIVE EUROS (5.-€) (Promotion limited to 2,500 discount-coupons) provided that they register in the Reserved Area of the CEPSA website having placed a previous order of Cepsa Heating Diesel Oil or Cepsa Performance Heating Diesel Oil for a single-family home, which they may use in a refueling of any Cepsa fuel and/or purchase in store in the Service Stations with "Cepsa" image adhering to the Promotion, provided they meet the requirements set forth in these rules and conditions.

## **TWO: REQUIREMENTS.**

In order to participate in the Promotion, the customer must be a consumer of Cepsa Heating Diesel Oil and/or Cepsa Performance Heating Diesel Oil for his/her single-family dwelling and be up to date with payments and contractual compliance; otherwise, he/she will be excluded from the promotion.

### **THREE: PROMOTION SCOPE.**

This Promotion will be valid only for orders of Cepsa Heating Diesel Oil and/or Cepsa Performance Heating Diesel Oil ordered online and for registrations in the CEPSA Reserved Area for customers in the Peninsula and Balearic Islands, between October 1, 2021 and December 31, 2021 (both inclusive), unless the stock of discount-coupons (Promotion limited to 1,500 discount-coupons of 15.-€ and 2,500 discount-coupons of 5.-€) ends beforehand, in which case it will be understood to be terminated.

## **FOUR: PROMOTIONAL PROCEDURE.**

The Promotion procedures will be as follows:

- 1. CEPSA will send to the customers consuming the product Gasóleo Calefacción Cepsa or Gasóleo Calefacción Cepsa Rendimiento, a communication by e-mail or by post to the address provided to CEPSA for the reception of commercial communications, explaining the conditions to participate and the present promotional mechanics.
- **2.** During the term of the Promotion, the CEPSA customer, consumer of Cepsa Heating Diesel Oil and/or Cepsa Performance Heating Diesel Oil will obtain:

- a) A <u>DISCOUNT-COUPON OF FIFTEEN EUROS (15.-€)</u> (Promotion limited to 1,500 discount-coupons) that can be used in a refueling of any Cepsa fuel in the Service Stations with "Cepsa" image adhered to the Promotion, provided that you place an online order for Cepsa Heating Diesel Oil or Cepsa Performance Heating Diesel Oil through the Reserved Area on the CEPSA website for a single-family home, or the form provided for the promotion, which is duly submitted and paid for.
- b) A <u>DISCOUNT-COUPON OF FIVE EUROS</u> (5.-€) (Promotion limited to 2,500 discount-coupons) that can be used in a refueling of any Cepsa fuel in the Service Stations with "Cepsa" image adhered to the Promotion, provided that you place an order for Cepsa Heating Diesel Oil or Cepsa Performance Heating Diesel Oil for a single-family home, which is duly delivered and paid for, and is registered in the Reserved Area of the CEPSA website.

The customer who is already registered in the Reserved Area, will only receive the promotional coupon-discount of 15 euros per order if he/she places the order through the form in the Reserved Area.

b)

- 3. CEPSA will send the participant the discount-coupon for the corresponding amount by e-mail to the e-mail address designated by the participant for the reception of CEPSA communications, together with the instructions for its use, within a maximum period of one (1) month from the date of registration in the Reserved Area of the CEPSA website or from the date of payment of the on-line order of Cepsa Heating Diesel Oil or Cepsa Performance Heating Diesel Oil.
- **4.** The Discount-Coupon will be valid for three (3) months from the date of shipment. At the end of this period of validity, the Discount-Coupon will be considered cancelled and it will not be possible to use it again. Participants shall not be entitled to any exchange, alteration or compensation if they do not use the Discount-Coupon during this period.
- **5.** Each participant may only obtain one (1) discount-coupon for registering in the Reserved Area of CEPSA's website during the entire duration of the Promotion. And you will be able to obtain one (1) discount-coupon for each online order of Cepsa Heating Diesel Oil or Cepsa Performance Heating Diesel Oil that is duly delivered and paid during the entire duration of the Promotion.
- **6.** The holder of the Discount-Coupon may use it as follows:
  - a) You must refuel with any fuel and/or make a purchase in store at any of the Cepsa Service Stations participating in the Promotion.
  - b) Once this date has passed, the Discount-Coupon will be considered cancelled and it will not be possible to use it. Participants shall not be entitled to any exchange, alteration or compensation if they do not use the Discount-Coupon during this period.
  - c) It must be shown at the time of payment of the refueling and/or purchase in store. The corresponding discount will be applied at the same time. Once the purchase receipt or invoice has been issued, it will not be possible to present the Discount-Coupon for the application of the discount on the refueling.
  - d) The Fuel Discount-Coupon cannot be used if the refueling is prepaid.
  - e) The remaining amount of the refueling and/or purchase in store may be paid by any of the payment methods accepted at the Service Stations participating in the Promotion, except by means of Discount Points of the Promotional System "Porque Tu Vuelves" or by means of CEPSA professional payment cards, including payment through the Cepsa Pay Application (as long as the payment is made at the cashier's desk).

- f) Only original discount-coupons will be accepted, not copies or photocopies, and deteriorated and/or illegible discount-coupons will not be accepted. CEPSA will not be responsible for the impossibility of applying the discount for these reasons or because the Service Station terminal is out of order. If the discount-coupon is used in any unauthorized operation, it will be invalidated.
- g) The discount is compatible with those granted by CEPSA loyalty cards, and incompatible with those granted by in-person discount cards (Club Grupo, TAXI), CEPSA professional payment, Carrefour card/promotion and other discount promotions in force at the point of sale.
- h) The discount-coupon is a bearer document and the responsibility for its use is exclusively that of the holder or holder thereof. CEPSA will not be responsible in any case for the fraudulent or misleading use of the discount-coupon, nor for its loss or theft.
- 7. The acceptance of the Discount-Coupon and the discount obtained by the customer is voluntary, waiving any claim against CEPSA for said reason. The Discount-Coupon and the discount obtained on the basis of this Promotion are subject to these terms and conditions and it will not be possible to exchange them for cash and in no case will they be subject to change, alteration or compensation at the request of the customer. If the participant rejects the Discount-Coupon and/or the discount obtained, no alternative gift will be offered.
- **8.** CEPSA will not be responsible for the impossibility to apply the Promotion due to technical problems.
- **9.** CEPSA has a Customer Service Department (900 200 280), where participants can clarify any doubts regarding this promotion.
  - Claims in relation to the Promotion may also be made through the Customer Service Department (900 200 280) up to a maximum period of fifteen (15) days after the end of the Promotion.
- **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, provided that there is a justified cause, 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.** Participation in the Promotion implies, with the prior consent of the interested party, authorization for CEPSA to use the name and image of the participant in advertising or journalistic communications regarding the Promotion, in the event that CEPSA should so require.

- **4.** In the event of fraud or other promotion procedures that do not comply with these terms and conditions or that betray the company's good faith, CEPSA reserves the right to refuse to award the discount-coupon and/or the discount to the winner.
- **5.** 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 coupon/discount and/or discount of this Promotion.
- **6.** The acceptance of the coupon-discount and the discount for the participant is voluntary, waiving any claim against CEPSA for said reason.
- 7. The delivery of the discount-coupon and the discount will be subject to the tax regulations in force at all times, and the recipient of the discount-coupon will be obliged to comply with its tax and accounting obligations.
- **8.** References made to CEPSA are understood to be made to COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A., with address in Madrid (28046), Torre Cepsa, at Paseo de la Castellana, No. 259-A.

### **SIX: DATA PROTECTION.**

In accordance with the legislation in force regarding personal data protection, participants are informed that their personal identification and contact data, which coincide with those previously provided when requesting an online order and/or registering in CEPSA's Reserved Area, will be processed and incorporated into a processing registry owned by COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A. for the following purposes:

- a) Manage your participation in this Promotion.
- b) Manage the delivery of the discount-coupon in case it meets the requirements of the promotion established in these legal bases.
- c) Send communications by telephone, e-mail, postal mail or SMS messages, related to their participation in the promotion.
- d) Attend to any incidents that may arise in connection with participation in the Promotion. A participant may be contacted if a suspected fraud or identity theft is detected.
- e) Complying with the legal obligations applicable to COMPAÑÍA ESPAÑOLA DE PETRÓLEOS S.A
- f) Additionally, in case you give us your consent to this effect, your personal data (including your image) may be processed for the purpose of disseminating the Promotion, its results, photographs and names of the winners in any corporate media, as well as on the platforms, channels and social media in which COMPAÑÍA ESPAÑOLA DE PETRÓLEOS S.A. has a page or profile of ownership, with the prior consent of the participant.

to manage the Promotion, process the benefits and advantages applicable to said promotion, as well as disseminate the promotion, its results, photographs and names of the winners in any corporate media, as well as on the platforms, channels and social media in which CEPSA has a page or profile of ownership.

Participation in this promotion is voluntary, and in the event of participation, it is noted that it is compulsory to process the personal data of the participants and winners of this Promotion in the terms set out in the present Terms and Conditions. In this sense, for the proper development of the promotion it will be necessary for the personal data of the participants, as well as those provided for the delivery of the prizes, to be true, complete and up to date, which they undertake

through the acceptance of these Terms and Conditions. If the personal data of a winner provided is inaccurate, false, incomplete or not up to date in such a way that identification of the data subject is impossible by reasonable means, COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A. reserves the right to disqualify them from the promotion, remaining free of any liability in this respect.

The legitimacy of the processing is based on the following:

- a) The personal identification and contact data provided by the participant (purposes a), b) and c) indicated in this clause) are necessary to enable such participation, so that the legitimacy of the treatment is covered under the development and execution of the promotional relationship.
- b) Data processing that occurs in the resolution of incidents in the participation in the Promotion (purpose d), will be legitimized by the legitimate interest of COMPAÑÍA ESPAÑOLA DE PETRÓLEOS S.A to guarantee the proper functioning of the promotion, avoiding any illicit and/or incorrect practices. For further information on the legitimate interest invoked by CEPSA, please contact us at the following address <a href="mailto:dpc-quarantee-decepsa.com">dpc-quarantee-decepsa.com</a> or, where appropriate, object to the processing by contacting derechos.arco@cepsa.com
- c) The processing of the image for the performance of communication actions on the platforms, channels and social media in which COMPAÑÍA ESPAÑOLA DE PETRÓLEOS S.A. has a page or profile of ownership, are based on the prior express and separate consent of the participant.

in the development and execution of the promotional relationship formalized through their participation in this promotion, which is voluntary, as well as in the compliance with the legal obligations applicable to COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A.

In compliance with the above-mentioned purposes, the personal data of the participants may be communicated to the following recipients depending on the legitimate basis of the communication:

- If necessary, to companies of the Cepsa Group, which can be consulted at www.cepsa.es for administrative purposes and management of the relationship with the customer, 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 undertaken on the Website (in this case, organizing the relevant promotion)
- For internal administrative purposes of Cepsa Group companies, companies and collaborating entities of COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A. current or future.
- 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.
- To the Tax Agency in order to withhold the corresponding withholding tax, if any,
- To the Public Administrations and the Administration of Justice in compliance with the legal obligations of COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A.

The personal data provided shall be kept for the duration of the Promotion or as long as the contractual or commercial relationship requested with COMPAÑÍA ESPAÑOLA DE PETRÓLEOS S.A. continues, 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.

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.

At any time, the participants may exercise before COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A., if applicable, the rights of access, rectification or deletion, restriction of its processing, opposition, portability and to oppose individual automated decisions. 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 at the following e-mail address: <a href="mailto:derechos.arco@cepsa.com">derechos.arco@cepsa.com</a>, or at the registered office of COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A. in Madrid (28046), Torre Cepsa, Paseo de la Castellana, nº 259-A. Participants are informed that they can direct any claim regarding personal data protection to the Spanish Data Protection Agency <a href="https://www.aepd.es">www.aepd.es</a>, Spain's Monitoring Authority. Likewise, CEPSA informs that it has designated a Data Protection Officer (DPO) to whom I can contact by e-mail <a href="mailto:dpo@cepsa.com">depo@cepsa.com</a>.

For further information on the processing of your personal data by CEPSA, you may consult the privacy policy of COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A. available at <a href="https://www.cepsa.es">www.cepsa.es</a>.

### **SEVEN: FILING THE TERMS AND CONDITIONS.**

The terms and conditions of this Promotion shall be deposited before a Notary Public 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 <a href="https://www.notariado.org">www.notariado.org</a>.

## **EIGHT: JURISDICTION.**

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

Madrid, October 2021