

# TERMS & CONDITIONS

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## 1. COMPANY ORGANIZING THE PROMOTION

The company Orbea S. Coop., with business address at Polígono Industrial Goitondo, 48269 Mallabia, Vizcaya and CIF (Tax ID) F-20032348, is organizing a contest (hereinafter "the Promotion") for promotional purposes for adult participants, as established in the Terms & Conditions of Participation section.

## 2. START AND END DATES AND TERRITORY

The Promotion will commence on 9 March 2023 to 31 December 2023. This promotion is valid in: Spain, Portugal, France, Italy, Germany, Ireland, Belgium, Denmark, the Netherlands, Austria, Sweden and the United Kingdom.

## 3. REQUIREMENTS FOR ENTRY AND HOW THE PROMOTION WORKS

Participation is free of charge, but the following requirements must be met:

- Anyone may participate, provided they comply with the Territory criteria under point 2. "Start and end dates and territory" and are of legal age
- The personal information that participants provide on their entry form must be accurate.
- This promotion is valid for all Oiz MY23 bikes. Promotion limited to the first 100 participants.
- The free insurance worked out with WeeCover includes accidental breakages, theft, and mugging for one year.
- To make use of the promotion, participants must first purchase one of the bikes included in the promotion via [orbea.com](http://orbea.com).
- The user must check his/her email to confirm whether the confirmation with all the insurance documentation has been generated.
- As from the date of departure of the bike from our stores, the user has 30 days to activate the insurance following receipt of the email message. After that time the free insurance will no longer be available.
- For the United Kingdom, the insurance policy must be approved via a subsidiary, so confirmation with full insurance documentation may take a little longer.

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- In no case may the value of the promotion be claimed in cash.

As the organizer of this Promotional Activity, ORBEA SCOOP LTDA will decide whether the requirements set out in these rules and regulations have been met.

## 4. TERMS & CONDITIONS OF THE PROMOTION AND PRIZES

The promotion will be considered personal and may only be received by the winner of the contest, who may not transfer or assign it to any third party for any reason.

In any case, Orbea S. Coop. reserves the right to declare the Promotion null and void for any reason, in which case participants will not be entitled to make any claim.

- We provide one year's free insurance to users who meet the requirements and complete the process in point 3 "Requirements for Entry & How the Promotion Works".
- This Promotion is not sponsored, guaranteed, administered by or in any way associated with Facebook, Instagram, Twitter or similar.
- The promotion may not be changed, modified or offset in any other way at the request of the participant.
- In any event, Orbea reserves the right to declare the contest void at any point in the process without explanation and without thereby entitling participants to file any complaint.
- ORBEA will contact each user via the email provided during the purchase process.

In particular, once it has been confirmed that the requirements set in these rules and regulations have been met the user must activate the insurance by providing certain information: full name, address, town, zip code, email address & telephone nº . Similarly, to activate the insurance the user must accept the terms and conditions of same and the privacy policy.

The activation of the free insurance will take place as and when indicated in the documentation emailed, and therefore depends on that documentation being submitted as indicated above and on the meeting of the conditions set out in these rules and regulations.

## 5. DISQUALIFICATION AND PENALTIES

Should evidence come to light that any participant fails to meet the requirements set in the rules and regulations or that the participation data provided are false, should any anomaly be detected or any

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suspicion raised that a participant is hindering the normal course of the contest, damaging the purposes thereof of engaging in any other fraudulent act detrimental to its implementation, that participant will be ruled out and automatically excluded from the Promotion and will thus forfeit all entitlement under same, even if he/she is mistakenly selected for the promotion and is subsequently found not to have met the requirements. All this is without prejudice to the taking of any other legal action deemed appropriate.

Accordingly, ORBEA will set in place such technological support as it may deem appropriate to detect any fraudulent, irregular or malicious act intended to upset the normal operation of this contest.

## 6. POSTING COMMENTS OR OPINIONS

Comments or opinions with content that is considered inappropriate, offensive, abusive or discriminatory or that may violate the rights of Orbea or third parties will not be accepted. Likewise, comments directed towards any person that violate the principles of the right to honor, the right to personal and family privacy, and the right to self-image will not be allowed. We accept no liability for comments made by participants in the Promotion or at any other time that may be offensive to other participants.

## 7. EXCLUSION FROM LIABILITY

In this Promotion, ORBEA, any other organization linked in the course of its work to this contest and the social networks through which the contest is organized may not be held liable for the outcome of any circumstances attributable to third parties that might affect the workings of the promotion.

Similarly, the said organizations may not be held liable for any direct, indirect or circumstantial damage of any kind, be it immediate or delayed, that may arise on the occasion of or as a result of the enjoyment of the prizes.

By way of example and without limitation, we assume no liability for any loss, theft, delay or any other circumstance attributable to third parties that could affect the staging of this Promotion, nor will we accept any liability for the way in which the participant uses the prize awarded under this Promotion. We accept no liability in cases of force majeure or act of God that may prevent the Promotion from taking place or the prize from being enjoyed fully or in part.

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## 8. VALUE OF PRIZE AND TAXES

The promotion is valued at [[...]]. Users are responsible for all further costs not included in and/or over and above the maximum value of the promotion.

The promotion is subject to tax as relevant at any given time. Orbea will make any tax withholding required and will provide the winners with documentary proof of the value and of the provision of the service involved in the promotion.

Without prejudice to the foregoing, each user is informed that the promotion is considered as a capital gain not originating from capital transfer, and is thus subject to direct taxation under personal income tax (IRPF). The user is responsible for meeting his/her tax obligations. ORBEA may not be held liable for any tax repercussions arising from the acceptance of the promotion for the tax situation of the users. Such repercussions are in all cases the responsibility of the users themselves.

## 9. PERSONAL DATA PROTECTION

Who is the controller of the personal data provided?

Orbea S. Coop Ltda, Tax ID n°: F-20032348, Polígono Industrial Goitondo, 48269 Mallabia, Vizcaya, Tel. n°: 943 17 19 50, e-mail: [orbea@orbea.com](mailto:orbea@orbea.com), Data Protection Officer contact e-mail : [datos@orbea.com](mailto:datos@orbea.com), is the controller of the personal data collected via this Promotional Activity.

The data provided by data subjects are processed solely for the purposes of their participation in the Promotional Activity and, with their consent, for the sending of newsletters and sales and promotional alerts in relation to our services.

The personal data provided are held for the periods envisaged in law, without prejudice to the right of the data subject to request their deletion. As from the date of completion of the service, data are locked out to prevent processing except for their disclosure to the public authorities and to the courts in relation to potential liabilities arising from the processing, and then only during the statutory limitation period for such liabilities.

The lawful basis for the processing of data in regard to the management of participation in the Promotional Activity lies in the consent of the data subject, granted via his/her registration as a participant in the Promotional Activity and consequent acceptance of these rules and regulations. The information on the services and activities of ORBEA is based on consent specifically elicited.

Personal data are never passed on to third parties except in cases of compulsory disclosure.

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Orbea also has contracts with various service providers which handle the processing of personal data on behalf of Orbea if the intervention of such providers is required for the provision of a service.

All individuals have the right to obtain confirmation as to whether or not Orbea is processing personal data on them. Data subjects have the right to access their personal data, to request that incorrect data be corrected and, as the case may be, to request their deletion when, among other reasons, the data are no longer needed for the purposes for which they were collected.

Data subjects may request that the processing of their data be restricted, in which case they will be held only for use in bringing or defending against complaints. Data subjects may object to the processing of their data on grounds related to their personal circumstances.

Data subjects have the right to portability, i.e. the right to have the personal data that they have provided transferred directly to another data controller in a structured, widely used form that is machine readable when this is technically possible.

The data subject or his/her legal representative may, provided that proof of identity is provided, exercise the aforesaid rights by sending a message by e-mail to [orbea@orbea.com](mailto:orbea@orbea.com) or [datos@orbea.com](mailto:datos@orbea.com), or by ordinary mail to Polígono Industrial Goitondo, 48269 Mallabia, Vizcaya.

Further information on the rights of data subjects is available from the Spanish Data Protection Agency at <http://www.agpd.es>

If the data subject does not obtain satisfaction on exercising his/her rights, the assistance of the Spanish Data Protection Agency may be called on and a Rights Protection Claim filed to ensure that those rights are exercised (<http://www.agpd.es>)

## 10. ACCEPTANCE OF RULES AND REGULATIONS

Participation in the promotion implies full acceptance of these rules and regulations, and of the decisions in regard to same made by ORBEA.

## 11. CHANGES

We reserve the right to modify or extend these terms and conditions so long as the rights of participants in the Promotion are not reduced or infringed.

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## **12. CONSENT TO TERMS & CONDITIONS**

Participation in the drawing implies full acceptance of these terms and conditions on the part of the user.

## **13. APPLICABLE LEGISLATION AND JURISDICTION**

These terms and conditions are governed by Spanish law. The courts and tribunals of the city of Bilbao will be competent to resolve any dispute or claim that may arise related to the validity of, interpretation of or compliance with these rules.