

# TERMS & CONDITIONS

Orca Aero

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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 an international prize drawing (hereinafter “the Promotion”) for promotional purposes for adult participants, as established in the Terms & Conditions of Participation section.

## 2. 2.-START AND END DATES AND TERRITORY

The Promotion begins on 30 September 2021 and runs for as long as stocks last or until 31 December 2022. This Promotion is valid in the USA, the United Kingdom, Ireland, Spain, Portugal, Germany, Austria, Denmark, Sweden, The Netherlands, Italy, Belgium, and France.

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

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

- Anyone residing in any of the countries listed above may participate, provided that they are of legal age.
- The personal information that participants provide on their entry form must be accurate.
- To take part in the Promotion, participants must purchase an Orca Aero bike in the personalized MY2022 range and log its registration number on the section provided for that purpose on the orbea.com website.
- The first 250 individuals who log the registration numbers of their personalized Orca Aero bikes as indicated above will win an exclusive, personalized Hiru jersey.
- Winners will receive a message at the e-mail address that they indicate when they log their registration numbers, containing a form on which they must provide the information needed to arrange the presentation of the prize, i.e. full personal details, shipping address, size and the personalized name that they wish to appear on the jersey.
- Orbea reserves the right not to provide this personalization if the word requested is deemed to be offensive.

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- Winners will have 10 calendar days as from receipt of the e-mail message in which to complete the form. Should they fail to complete it within that time they will forfeit their entitlement to the prize.
- These prizes are personalized for each winner, and no changes in size or in the name to be shown on the jersey will be admitted once the form has been submitted.
- The prize may take up to 12 weeks to arrive as from acceptance, due to production lead times and logistical factors.
- In no case may the value of the prize 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 prize will be considered personal and may only be received by the winners of the drawing, 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 will hand over 250 exclusive, personalized Hiru Advanced jerseys, valued at €85.00 each, to the first 250 people to log the registration number of a 2022 range personalized Orca Aero.

ORBEA will have five (5) calendar days as from the date of registration of the bike in which to notify participants that they have won. Winners will then have ten (10) calendar days in which to accept their prize. They will be considered to have done so as soon as they complete the relevant form. ORBEA reserves the right to change the dates of presentation of the prizes should there be good reason to do so.

Once the Promotion has closed, Orbea will publish the final list of winners, which may be consulted by e-mailing [orbea@orbea.com](mailto:orbea@orbea.com).

This Promotion is not sponsored, guaranteed, administered by or in any way associated with Facebook, Instagram, Twitter or similar.

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- The prizes may not be changed, modified or offset in any other way at the request of the winner.
- The winning participants may decline to accept their prizes, but no alternative prize will be offered and declining will not entitle them to any compensation or indemnification.
- 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 winner via the email provided on logging their registration numbers. If after three (3) attempts it has not been possible to contact a user, or if the latter fails to answer within 10 days, he/she will be disqualified and will automatically forfeit the right to the prize, which ORBEA will then award it to someone else using the same criteria indicated above.

In particular, once it is confirmed that the requirements set out in these rules and regulations have been met, each winner will receive a prize acceptance document from ORBEA, which must be sent back within seven (7) calendar days via the channel indicated, setting out his/her data and attaching the documents requested. This document must be duly signed in proof of acceptance of the prize.

The actual presentation of the prize will take place as and when indicated in the prize acceptance document, and therefore depends on that document being returned 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 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 to any prize awarded under same, even if he/she is mistakenly selected as a winner 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 drawing.

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## 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 drawing, and the social networks through which the drawing is organized may not be held liable for any outcome which results from circumstances attributable to third parties that might affect the workings of the drawing and, especially, the presentation of the prizes.

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.

## 8. VALUE OF PRIZE AND TAXES

The prize is valued at no more than €85.00 (including taxes). Orbea will pay shipping costs to the territories listed in point 2 above.

The prize 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 handover of the prize in kind.

Without prejudice to the foregoing, each winner is informed that the prize is considered as a capital gain not originating from capital transfer, and is thus subject to direct taxation under personal income tax (IRPF). The winner is responsible for meeting his/her tax obligations. ORBEA may not be held

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liable for any tax repercussions arising from the acceptance of the prize for the tax situation of the winners. Such repercussions are in all cases the responsibility of the winners themselves.

## 9. PERSONAL DATA PROTECTION

Who is the controller of the personal data provided?

Orbea S. Coop Ltda, Tax ID nº: F-20032348, Polígono Industrial Goitondo, 48269 Mallabia, Vizcaya, Tel. nº: 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.

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.

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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 contest implies full acceptance of these rules and regulations, and of the decisions in regard to the interpretation of 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.

## 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.

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