

# TERMS & CONDITIONS

Orca Wetsuit Registration - Openwater Wetsuits

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## 1. SWEEPSTAKES ORGANIZER

The company Orbea S. Coop., with business address at Polígono Industrial Goitondo, 48269 Mallabia, Vizcaya and CIF (Tax ID) # F-20032348, is organizing the international sweepstakes drawing (hereinafter, "the Promotion") for promotional purposes for adult participants, as established in the conditions of participation section.

## 2. START DATES, END DATES, AND TERRITORIAL SCOPE

The Promotion will start on March 3, 2023 and will end on December 31, 2023. This Promotion will be valid in Spain, France, Germany, Ireland, Belgium, the Netherlands, Austria, Portugal, Italy, Denmark, Sweden, the United Kingdom and the United States.

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

The requirements for entry, which shall be free of charge, will include the following:

- Any individual may enter, provided that they are a resident of one of the countries listed in section "2. Start Dates, End Dates and Territorial Scope," and that they are of legal age.
- The personal information that participants provide in their entry form must be accurate.
- Participants will only be able to enter the Promotion through the "Wetsuit Registration" section found within the user's personal account at orca.com. In order to register a wetsuit, the user must have an account on orca.com. New users will be able to sign up for an account during the wetsuit registration process.
- In order to enter the Promotion, the user needs to register a wetsuit from the Orca 2023 Openwater range, which is composed of the Vitalis and Zeal models. No other Orca wetsuits are subject to the Promotion.
- Once the wetsuit is registered, the user will automatically be entered to participate in the Promotion if they meet the requirements of the Promotion.
- Each wetsuit registered by a user will be equivalent to one entry in the Promotion.

The Orca logo is located at the bottom right of the page. It consists of the word "orca" in a lowercase, bold, italicized sans-serif font.

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- All those who meet the requirements will be entered in a drawing for a bundle of Orca products valued at €525.00, consisting of Openwater Backpack, Neoprene Jammer or Neoprene One Piece, Neoprene Base Layer, Neoprene Swimcap, Swim Socks, Swim Gloves, Safety Buoy, Killa 180, Poncho Towel, Changing Mat and Silicone Swimcap, subject to availability.
- In no case may the monetary value of the prize be claimed.
- Orbea reserves the right to request proof of purchase of the product from the winner of the Promotion to confirm compliance with the described participation requirements.

ORBEA SCOOP LTDA in its capacity as the organizing entity of this Promotion, will be responsible for certifying compliance with the requirements established in these Terms and Conditions.

#### 4. SWEEPSTAKES CONDITIONS AND PRIZES

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

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

- We will give away the prize of a bundle of products worth €525.00, consisting of Openwater Backpack, Neoprene Jammer or Neoprene One Piece, Neoprene Base Layer, Neoprene Swimcap, Swim Socks, Swim Gloves, Safety Buoy, Killa 180, Poncho Towel, Changing Mat and Silicone Swimcap, subject to availability. The random selection will be made via the Easypromos "list giveaway" app.

After the end of the entry period, ORBEA will have five (5) calendar days to carry out the drawing. The winner will have a period of ten (10) calendar days to accept the prize. The delivery time of the Prize will be subject to the availability and production process of the product and in the event of any delay, the winner will not have any right to a claim. ORBEA reserves the right to modify the date of the drawing or the delivery of the Prize provided there are sufficient reasons to justify doing so.

The certificate of validity for the giveaway granted by Easypromos will be available to those who request it via email to [info@orca.com](mailto:info@orca.com).

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This sweepstakes is not sponsored, endorsed, administered or associated in any way with (Facebook, Instagram or Twitter, for example).

- Prizes may not be subject to exchange, alteration or compensation at the request of the winning participant.
- Winning participants may waive the obtained Prizes, but in no case shall an alternative prize be offered, nor will such waiver give them the right to indemnities or compensation.
- In any case, Orbea reserves the right to declare the Promotion void without giving any reason, and without the participants having the right to any claim.
- ORBEA will contact the winner via the email provided in their entry. If the user is not able to be contacted after three (3) communication attempts, or does not respond within a maximum period of 5 days, they will be disqualified, automatically losing the right to claim the corresponding Prize, which will be awarded by ORBEA according to the same criteria of the previous selection.

In particular, once compliance with the requirements established in these Terms and Conditions has been verified, the Winner will receive a Document of Acceptance of the Prize from ORBEA that must be sent within the following ten (10) calendar days by the indicated method, with the requested data and documentation, and duly signed, in testimony of compliance with the acceptance of the Prize.

The actual delivery of the Prize will be done in accordance with the deadlines and method described in the Document of Acceptance of the Prize, conditional upon the submission of said Document, as described in the preceding paragraph, as well as compliance with the conditions of these Terms and Conditions.

## 5. DISQUALIFICATION AND PENALTIES

If any of the participants are shown not to meet the requirements established in the Terms and Conditions, the information provided for entry is not valid, an anomaly is detected, or a participant is suspected of impeding the normal development of the sweepstakes, impairing the purposes of the same, or carrying out any fraudulent acts that impede its development, their participation shall be deemed null and void and they shall be automatically excluded from the Promotion losing all rights to prizes awarded under this Promotion, even if by some error they are selected to win the prize, and they

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are later found not to have complied with the requirements, and all this is without prejudice to any other legal action that they deem appropriate.

In this regard, ORBEA will employ the technological supports it deems appropriate to detect any fraudulent, irregular or harmful action that seeks to alter the normal functioning of this drawing.

## 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 are not responsible for comments made by participants in the Promotion or those that, at any time, may be offensive to other participants.

## 7. EXCLUSION OF LIABILITY

In this Promotion, ORBEA and any other entity that is professionally linked to this Sweepstakes, as well as the social networks through which it is organized, are exempt from any liability that may arise from any circumstance attributable to third parties that may affect the development of the mechanics of the Sweepstakes and, in particular, the delivery of the Prizes.

Similarly, the described entities shall not be, in any case, liable for any damages, of any nature, direct, indirect and/or circumstantial, whether immediate or deferred, that may arise in the course of or as a result of the use of the Prize.

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 development of this Promotion, nor will we accept any responsibility for the way in which the participant uses the prize awarded by this Promotion. We assume no liability in cases of force majeure or unforeseeable circumstances that may prevent the development of the Promotion or the total or partial enjoyment of the prize.

## 8. PRIZE VALUE AND TAXATION

The prize will be valued at a maximum of € 525.00, which includes transport costs. The winner will be responsible for all other costs not included in and/or exceeding the maximum prize amount.

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The prize is subject to the inherent tax obligations at all times, carried out by Orbea in the event that a timely tax withholding is necessary, and they provide the winner with the corresponding documentation proving the value and delivery of the prize in kind.

Notwithstanding all of the above, the winner is to be informed that the prize is considered capital gain not derived from transfers, and is subject to direct taxation (Personal Income Tax), the fulfillment of their respective tax obligations being the responsibility of the winner. Orbea shall not be liable for the tax repercussions that the acceptance of the prize may have on the taxation of the winners which, in any case, will be borne by them.

## 9. PERSONAL DATA PROTECTION

Who is responsible for the processing of your data?

Orbea S. Coop Ltda, CIF (Tax ID): F-20032348, Polígono Industrial Goitondo, 48269 Mallabia, Vizcaya, Phone: 943 17 19 50, email: [orbea@orbea.com](mailto:orbea@orbea.com) and Data Protection Officer: [datos@orbea.com](mailto:datos@orbea.com) is responsible for the processing of personal data collected through this Promotion.

The processing of the information is done only with respect to the data provided by interested parties in order to manage their participation in "the Promotion," and in the case that they have given consent, for sending Newsletters and commercial and promotional communications related to our services.

The provided personal data will be kept for the legally stipulated time period, notwithstanding request for deletion by the interested party. On the date of end of the service, the data will be locked in order to prevent its handling except for being made available to Public Administrations and Courts, for the purpose of determining any liability arising from processing, and only for the duration of such liability.

The terms and conditions for the processing of your data for the purpose of managing your participation in "the Promotion" are based on your consent, which you grant us by registering as a participant in the Promotion and accepting these Terms and Conditions. The information on services and activities carried out by Orbea is based on the consent that is specifically requested from you.

In no case will your personal data be transferred to other third parties, except as required by law.

In addition, Orbea has contracts in place with different providers responsible for the processing of personal data, on behalf of Orbea, in the event that their intervention is necessary in the provision of a service.

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Anyone has the right to obtain confirmation as to whether Orbea is processing personal data concerning them or not. Interested parties have the right to access their personal data, as well as to request the rectification of inaccurate data or, where appropriate, request its deletion when, among other reasons, the data are no longer necessary for the purposes for which it was collected.

Interested parties may request the limitation of the processing of their data, in which case we will only keep it for the exercise or defense of claims. For reasons related to their particular situation, interested parties may object to the processing of their data.

The user will have the right to portability, that is, to have the personal data that he or she has provided transferred directly to another responsible person in a structured, commonly used and machine-readable format, when technically possible.

The owner of the data, or their legal representative, proving their identity can exercise the aforementioned rights by sending an email to [orbea@orbea.com](mailto:orbea@orbea.com) or to [datos@orbea.com](mailto:datos@orbea.com), or by postal mail: Polígono Industrial Goitondo, 48269 Mallabia, Vizcaya.

You can obtain additional information about your rights from the Spanish Data Protection Agency at <http://www.agpd.es>

When the right holder has not obtained satisfaction in the exercise of the same, they can claim the assistance of the Spanish Data Protection Agency to ensure the effective exercise of their rights, by submitting a Claim for Protection of Rights (<http://www.agpd.es>)

## 10. ACCEPTANCE OF THE TERMS AND CONDITIONS

Participation in the Sweepstakes implies full acceptance of these Legal Terms and Conditions, as well as acceptance of ORBEA's criteria in the interpretative decisions it makes.

## 11. MODIFICATIONS

We reserve the right to modify or add to these conditions provided that this does not infringe on or impair the rights of participants in the Promotion.

## 12. CONSENT TO TERMS AND CONDITIONS

The user's participation in this Promotion implies their express consent to the terms and conditions of

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the same.

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

These legal conditions shall be 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, interpretation or compliance with these rules.

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