

# TERMS & CONDITIONS

Colors of Fundación Euskadi & Ceratizit

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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 run from 21 March 2022 to 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 from 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 enter the Promotion, participants must purchase an Orca or Orca Aero MY22 in the Fundación Euskadi & Ceratizit colors and register its registration number on the Orbea.com website by 31 December 2022.
- A winner (“the Winner”) will be selected and invited to come with a guest of his/her choice to **the Basque Country during the Itzulia 2023**. The dates of the race are pending confirmation at the time of drawing up these specifications.
- If the race protocols so permit, the Winner may meet the members of the Fundación Euskadi team, ride in the race cars, etc. and will be given a guided tour of the Orbea plant in Mallabia.
- 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.

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

The prize 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.

- A contest will be organized among all valid participants who meet all the requirements indicated above, from among whom ORBEA will select a winner, **who will be invited to the Basque Country during the Itzulia 2023 event.**
- Orbea will cover accommodation costs during the race (6 days) and travel costs, but no further expenses (board, etc.).

After the deadline for participation, ORBEA will have five (5) calendar days in which to complete the contest. The winner will be notified within that period of five (5) calendar days following the deadline. ORBEA reserves the right to change the dates of the contest.

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

- 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 registering or on their cellphones. If after two (2) attempts it has not been possible to contact a user, or if the latter fails to answer within 2 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

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back within two (2) 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 the 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 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 Promotional Activity, 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 contest and, especially, the presentation of the prize.

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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 a maximum of €1000.00 (including taxes). The winners are responsible for all further costs not included in and/or over and above the maximum value of the prize.

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 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

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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.

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>)

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## **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 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.