

**TERMS AND CONDITIONS OF THE PROMOTION**  
**‘Encouraging registration for Energía XXI's Customer Area, December 2024’**

**1.- ORGANISING COMPANY**

Energía XXI Comercializadora de Referencia S.L.U. (hereinafter, the ‘Organiser’ or ‘Energía XXI’), with headquarters at Calle Ribera del Loira 60, 28042 Madrid, with CIF (Tax Code) B82846825, is organising the following promotion, titled ‘Encouraging registration for Energía XXI's Customer Area, December 2024’ (hereinafter, the ‘Promotion’), which will be governed by these terms and conditions (hereinafter, the ‘Terms and Conditions’), available at <https://www.energiaxxi.com/es/atencion-cliente-mr/promociones-ganadores>.

**2.- PURPOSE OF THE PROMOTION**

The purpose of this Promotion is to encourage Energía XXI customers to register for its Customer Area on [www.energiaxxi.com](http://www.energiaxxi.com) (hereinafter, the ‘Customer Area’) for the prize draw described in these Terms and Conditions.

**3.- REGISTRATION PERIOD**

The period for participation in the Promotion (hereinafter, ‘Registration Period’) will commence on 02 December 2024 at 00:01 (Spanish peninsular time) and will end on 7 January 2025 at 23:59 (Spanish peninsular time).

**4.- TERRITORIAL SCOPE**

This Promotion is valid for customers who hold supply points located within the Spanish national territory.

**5.- ELIGIBILITY TO PARTICIPATE**

The following requirements must be met for customers of Energía XXI (hereinafter, ‘Participants’) to be able to register and participate in the prize draw. Participants must:

- Be a natural person, of legal age, and legally resident in Spain.
- Hold an active energy supply contract (for electricity or gas) with Energía XXI not be registered for its Customer Area at the beginning of the Registration Period.
- Provide accurate information during registration. Providing third-party data without prior consent, or supplying inaccurate or false data, is forbidden.
- Accept these Terms and Conditions and the Data Protection Policy provided at the time of registration.

- To qualify for participation, participants must remain registered for the Customer Area, which makes them eligible for the prize draw, at least until the date of the draw.
- To claim the potential Prize, participants must remain registered for the Customer Area, which made them eligible for the prize draw, at least until the date of the draw.

This Promotion is limited to one entry per person, with the Organiser being authorised to exclude any entries considered duplicates.

Energía XXI reserves the right to exclude any Participant from the Promotion who alters, damages, or otherwise threatens the smooth running and normal and regulatory development of the Promotion.

Additionally, any Participant who intentionally or unintentionally damages or harms the image of Energía XXI, any company within its Group, its clients, or other Participants will be excluded.

The following are not eligible to participate in the promotion:

- Employees of Energía XXI or any company within its Group, and their relatives up to the second degree.
- Employees of any company involved in the Promotion, and their relatives up to the second degree.
- Public administrations.
- Natural or legal persons acting on behalf of Homeowners' Associations, expressly including but not limited to Property Managers, Presidents, Vice Presidents, and Secretaries.

## **6.- ACCESSIBILITY**

These Terms and Conditions are published and accessible to all Participants and the general public at the following URL: <https://www.energiaxxi.com/es/atencion-cliente-mr/promociones-ganadores>.

## **7.- COMMUNICATION AND REGISTRATION**

Energía XXI will send information about this Promotion via email and SMS to customers eligible to become Participants. Additionally, the Promotion will be announced on the website [www.energiaxxi.com](http://www.energiaxxi.com)

A link will direct customers to the registration page <https://www.energiaxxi.com/registro-usuario.html>, where customers can register for the Customer Area by completing the

provided form. The customer will thus become a Participant by simultaneously accepting these Terms and Conditions and the Promotion's Data Protection Policy.

Once the form has been correctly completed and the request has been processed, the customer will receive a confirmation email regarding their registration for the Customer Area.

If, for any reason (e.g., incorrect processing or deregistration), a Participant is not correctly registered for the Customer Area on the date of the prize draw, that entry will be excluded from the Promotion.

#### **8.- PRIZE DRAW, WINNER NOTIFICATION, AND PRIZE ACCEPTANCE.**

At the end of the Registration Period, a prize draw will be held through the Easypromos platform (EASYPROMOS, S.L., with TIN B-65576878, as the service provider and data processor), among all Participants who meet all the requirements. The prize draw will take place during the week of 7 January, 2025, and a certificate of validity will be provided.

During the prize draw, five (5) winners will be selected, along with fifteen (15) substitutes to replace the winners if they do not meet the established requirements or do not duly accept the prize.

Within 15 days after the prize draw, each of the winners will be contacted by email to request their express acceptance of the Prize. Acceptance must be confirmed within 3 days of receiving the email and following the instructions provided.

If valid acceptance is not received from the winners within this time frame, the first substitute will be contacted using the same process, and so on, until all substitutes have been contacted if necessary. If all substitutes are exhausted and any of the prizes remain unclaimed, the Organiser reserves the right to declare the Prize void.

#### **9.- PRIZES**

Each of the 5 winners of the prize draw will receive, by shipment to the Spanish address provided, a single prize consisting of a black 128 GB iPhone 16, valued at NINE HUNDRED AND FIFTY-NINE EUROS (€959) as of the date of publication of these Terms and Conditions.

The winners may not request an exchange of the Prize for another of equal value or its cash equivalent. However, they may choose to forgo it, in which case no compensation will be provided.

The Organiser reserves the right to change the prize for another of similar characteristics at any time in the event that it is not available to award. Under no circumstances will the

Organiser be responsible for any services provided to the winners by any other entity as a result of the prize.

## **10.- EXEMPTION FROM LIABILITY**

Winners release the Organiser from any liability for any harm they may suffer while enjoying their prize.

The Organiser is not responsible for any service or connectivity failures or anomalies caused by technological platforms/applications that may affect the running of the Promotion. Any improper or fraudulent use of the technology platforms/applications by users will result in the participant's subsequent disqualification from the Promotion. If such a misuse of the application (with or without fraudulent intent) causes the malfunction of the application, the Organiser shall be exempt from all liability, and the Promotion may be cancelled. These participants will also be disqualified from the Promotion.

The Organiser informs the Participants that, given the nature of the Internet, such as the free collection of distributed information and the difficulty or even impossibility of controlling third parties' use of such information, the Organiser shall not be liable for the improper use thereof by third parties.

The Participant assumes all responsibility derived from their registration and participation in this prize draw, being solely liable for any direct or indirect effect deriving therefrom, as well as any disappointed expectations generated by the prize draw, holding the Organiser harmless.

The Organiser and their respective advertising and promotion agencies assume no liability for personal injury or property damage or loss of any kind, including, without limitation, direct, indirect, consequential, incidental, or punitive damages that may arise from the Participants' participation in the Promotion. Moreover, the Organiser and their respective advertising and promotion agencies and prize suppliers assume no responsibility for any additional aspects of the Promotion.

The Organiser reserves the right to take action against anyone establishing systems of speculation or dealing on this Promotion, in which case it may take any legal action it deems appropriate.

## **11.- ACCEPTANCE OF THE TERMS AND CONDITIONS**

By participating in the Promotion, the Participant agrees to the Terms and Conditions. The Participant acknowledges that the Organiser may postpone, shorten, extend, modify, cancel, or suspend the Promotion if necessary, without incurring any liability. Any such changes will be communicated as promptly as possible on the website:

<https://www.energiaxxi.com/es/atencion-cliente-mr/promociones-ganadores>

The Organiser is empowered to resolve any contingencies not anticipated in these Terms and Conditions and to interpret them, notwithstanding the provisions set out herein in the event of a dispute.

## **12.- APPLICABLE LAW AND JURISDICTION**

The interpretation and enforcement of the Legal Terms and Conditions shall be governed by Spanish law. Both the Participants and the Organiser expressly submit to the jurisdiction and competence of the courts of Madrid to hear any disputes that may arise regarding the interpretation and/or application of these Terms and Conditions or the Promotion, notwithstanding any jurisdiction that may correspond to them by law.

## **13.- TAXATION**

The prize of the draw will be subject to Law 35/2006 of 28 November, which approves the Personal Income Tax, as well as its corresponding Regulations and other implementing regulations, or, failing this, the tax regulations in force and applicable to tax residents in Spain.

In accordance with the aforementioned regulations, Participants in this prize draw are informed that prizes awarded for participation in random combinations associated with the sale or promotion of goods or services are subject to withholding or advance payment of Personal Income Tax (IRPF) if the value of the prize exceeds €300. In connection with the above and in compliance with current tax regulations, Energía XXI will apply the corresponding tax withholding or advance payment on the awarded prize and cover its cost. A certification will be issued in due course to help the winner fulfil their tax obligations by including the prize received, along with any other income earned, in their IRPF tax return. The total tax liability may be reduced by the amount already withheld, as indicated in the aforementioned certification of advance payment.

On the day the prize is delivered, the winner must confirm their personal details by providing a valid ID card or residence permit. To allow for the aforementioned tax withholding, the winner must sign a receipt confirming acceptance of the prize and provide a photocopy of their ID card if not already submitted. If they fail to comply, they will forfeit their right to receive the prize. Furthermore, the winner must verify their identity whenever requested by Energía XXI.

The completion of the winner's personal and tax details required for prize delivery is mandatory. The absence of any required information will result in the forfeiture of the right to the prize.

