

# LEGAL BASES APPLICABLE TO THE PROMOTION

RAFA NADAL ACADEMY'S T-SHIRT SIGNED BY RAFA NADAL PRIZE DRAW

## 1. FIRST. - Organisation.

TELEFÓNICA, S.A., CIF. A-28015865, registered office in Madrid 28013, C/Gran Vía 28 (hereinafter, TELEFÓNICA), announces the following Promotional Prize Draw (hereinafter, the "Prize Draw").

The prize draw is organised by TELEFÓNICA through the Corporate website team, whose contact address for the purposes of these rules is Distrito Telefónica, Ronda de la Comunicación S/N, Edificio Central, planta 2, 28050, Madrid, Spain.

- PROMOTION NAME: RAFA NADAL ACADEMY'S T-SHIRT SIGNED BY RAFA NADAL DRAW
- PRIZE: A white t-shirt of the Rafa Nadal's Academy signed by Rafa Nadal, size S.

## 2. SECOND.- Territorial scope.

The territorial scope of this prize draw is worldwide.

## 3. THREE. - Promotion Validity Period

The period established for this prize draw will run from 00:01 hours (Spanish mainland time) on 1 June 2023 until 23:59 hours (Spanish mainland time) on 18 June 2023 (hereinafter referred to as the "Prize Draw Period").

TELEFÓNICA reserves the right to extend the Prize Draw Period if deemed appropriate.

## 4. FOURTH.- Requirements.

All persons who, during the Prize Draw Period, meet each and every one of the following requirements are eligible to participate in the Prize Draw:

1. They must be of legal age.
2. Must participate in this Prize Draw following the process established in these Rules.

## 5. FIFTH.- Process for participation.

Through this promotion, TELEFÓNICA will raffle a t-shirt with the logo of the Rafa Nadal Academy and Rafa Nadal's signature on it.

A prize draw will take place among the participants who:

- Complete the form on the following page on Telefónica's corporate website in Spanish <https://www.telefonica.com/es/rafa-nadal-sorteo-camiseta/> and/or complete the form on the following page on Telefónica's corporate website in English <https://www.telefonica.com/en/rafa-nadal-t-shirt-draw/>
- Sign up for the newsletter on the Telefónica.com website, either in the Spanish or English version.
- The winner will be chosen through a random electronic draw among all eligible participants on the dates of the draw. The two lists will be merged for the draw.
- The winners will be notified by email on 19 June 2023, with up to 10 alternates. In the event that the winner does not respond within 48 hours of the prize notification, the prize will be passed on to the alternate winner in the order established by the random draw.
- We will communicate the list of the winner and the 10 substitutes on the same page of the form, otherwise complying with all the requirements contained in these Terms and Conditions.
- TELEFÓNICA reserves the right to modify the conditions of this Prize Draw at any time, including its possible cancellation before the end of the Prize Draw, provided that it considers there is a justified cause, undertaking to communicate the new rules, conditions or, if applicable, the definitive cancellation in the same way as these Rules, sufficiently in advance.

## 6. SIX. Prizes.

The prize (hereinafter referred to as the prize) will consist of: 1 t-shirt of the Rafa Nadal Academy, white, size S, signed by Rafa Nadal himself.

TELEFÓNICA reserves the right to change the Prize at its sole discretion for justified reasons for another of similar characteristics of equal or greater value.

- The prize that is the object of the Prize Draw may not, in any case whatsoever, be subject to change, alteration, or compensation by request of the prize recipient.
- TELEFÓNICA will not assume any other type of expense not specified in these Rules.
- The commercialisation or sale of the Prize is prohibited.

## 7. SEVENTH - Winner selection.

The winner will be selected anonymously and absolutely randomly by electronic means, through a digital platform unrelated to TELEFÓNICA, with total transparency, in accordance with the conditions set forth in these legal bases and without any intervention by TELEFÓNICA in the selection thereof.

The prize will be awarded to the participant who fulfils the requirements set out in these rules and who wins the Prize Draw.

The winning participant will be notified via the platform on which they entered. The winner will be announced on 19 June 2023.

If it becomes evident that the winner, and, if applicable, the substitutes, do not comply with the requirements set out in the Rules, or do not provide what is requested of them, their participation will be considered null and void and they will be automatically excluded from the Competition and will lose all rights to the prize.

## 8. EIGHTH.- Prize Acceptance.

The winner will be contacted by TELEFÓNICA using the means it deems appropriate and will be asked for all the information required to enjoy the Prize.

The maximum period for acceptance of the Prize is 48 hours from the time of the communication made by TELEFÓNICA. Upon expiry of this period, the winner in question will forfeit their prize and it will be awarded to the first substitute, as appropriate.

Prize Acceptance does not condition or impose the purchase of any additional products or services over and above those already in the winner's possession.

## 9. NINTH.- Award Ceremony.

Once the winner confirms acceptance of the Prize, as expressed in point eight of these Rules, they will be provided with all the information necessary to make the Prize effective.

TELEFÓNICA will not pay any travel expenses, per diems, or any other additional expenses that may be necessary to obtain and collect the prize but are not specified in these Rules.

## 10. TENTH.- Claim period.

The claim period for this Prize Draw ends 24 hours after the day of the publication of the winners of the prize draw on Telefónica's corporate website.

## 11. ELEVENTH.- Personal Data Protection.

In compliance with the provisions of the applicable personal data protection regulations, interested parties participating in the prize draw are hereby informed that TELEFÓNICA will be responsible for the processing of the personal data they provide as a result of their participation in the prize draw and acceptance of the prize.

In accordance with the provisions of these legal bases, personal data may be processed for the following purposes and on the basis of lawfulness:

- a) To allow and manage the participation in the prize draw, which includes the verification of the participation requirements set out in the terms and conditions and the due transparency of the course and result of the prize draw, based on

the lawfulness of the execution of the legal terms and conditions and the consent given with their voluntary participation.

- b) Share videos or interviews of the winners of the prize draw who voluntarily accept such request from TELEFÓNICA in TELEFÓNICA's internal and/or external media, on the basis of the lawfulness of the consent they grant.
- c) To manage any tax processes that may be necessary after participating in the prize draw, in accordance with the provisions of these legal bases and on the basis of the lawfulness of compliance with the legal obligations applicable to TELEFÓNICA.

The aforementioned information will not be communicated to third parties responsible for the processing by TELEFÓNICA, unless the interested party participant grants the appropriate consent required or unless this is necessary in compliance with applicable legal obligations or in the execution of these terms and conditions. The aforementioned information will be kept confidential for the time strictly necessary to manage, process and ensure the transparency of the prize draw, in accordance with the provisions of these legal bases, and as long as the interested party does not withdraw the consent granted or request its deletion.

The participant will be the sole party responsible for forms completed with false, inaccurate, incomplete, or obsolete information. In the event that the participant provides personal data referring to interested third parties, they undertake to inform said third parties of the points contained in these terms and conditions and, in any event, to obtain from said third parties the corresponding authorisations for the processing of their personal data by TELEFÓNICA for the purposes described, holding TELEFÓNICA unaccountable for any damages that may arise from the breach of said commitment.

As applicable, interested participants may exercise their rights of access, rectification, deletion, limitation of processing and portability of data, as well as to withdraw the consent granted at any time, by writing to TELEFÓNICA (Distrito Telefónica, Ronda de la Comunicación S/N, 28050, Madrid) or via contact channels included in these legal bases, indicating the right to exercise and indicating the name or reference of the prize draw in which they have participated as the subject. In addition, interested

participants may contact TELEFÓNICA's Data Protection Officer by writing to DPO\_telefonicasa@telefonica.com. Finally, TELEFÓNICA informs interested participants of the possibility of lodging a complaint with the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)) in the event that they consider their data protection rights have been violated.

## 12. TWELFTH.- Image Rights.

The winner will be published on TELEFÓNICA's corporate website.

Just by participating in the prize draw, the winners authorise TELEFÓNICA to use their name and image in advertising for the exclusive purposes of the prize draw regulated herein, as well as for their name and surnames to be published on the social profiles that TELEFÓNICA deems appropriate, without it implying any manner of compensation or additional benefits besides the already awarded prize.

Furthermore, if the contestant should provide the personal information of third parties (image included), they must inform said third parties of the conditions contained in the present communication prior to its communication, and, in every case, obtain from said third parties consent for the processing of their information by TELEFÓNICA, S.A. for the intended use. Additionally, the interested party must hold TELEFÓNICA, S.A. unaccountable of any liability related to the damages that may occur from any non-compliance of said requirement.

This authorisation is also understood to be granted for the use of the images, or part of them, in which the contestant appears for any other project destined for the promotion of TELEFÓNICA's activities, in internal or external media, whether of a social, commercial, advertising or marketing nature, and so that they can be exploited in all media known at present and those that could be developed in the future. All of the above with the sole exception and limitation of those uses or applications that could infringe the right to honour, morality and/or public order, in the terms provided for in the legislation in force in each country.

This authorisation is not limited to any particular temporal or territorial scopes, such

that TELEFÓNICA may use these images, or part of them, in all countries of the world without geographical limitation of any kind.

### 13. THIRTEENTH - Reservation of rights.

TELEFÓNICA reserves the right to disqualify from the Prize Draw those participants who it considers to be misusing the Prize Draw or the tools necessary for their participation in the Prize Draw, who engage in fraudulent or unethical acts, or who harm other participants. In the event that TELEFÓNICA or any entity that has a contractual relationship with this promotion detects any anomaly or suspects that the normal development of the promotion is being impeded or interfered with, especially by means of technical or computer procedures, or by carrying out any fraudulent acts that contravene its transparency, altering the counting processes by means of robots, or creating false accounts or other computerised procedures in the counting processes, it reserves the right to disregard and even automatically withdraw the Prize from all participants who have benefited directly or indirectly from this type of fraudulent actions, and may also take any civil or criminal action that may be appropriate.

In this sense, TELEFÓNICA declares that it has enabled the suitable technological mechanisms and platforms for detecting any possible fraudulent, anomalous, or malicious action that is intended to alter normal participation in this prize draw.

TELEFÓNICA reserves the right to cancel or even withdraw the Prize from all participants who contravene these Rules, especially those participants who do not comply with the standards of behaviour and decorum required to participate in the Prize event. In the event that participants do not comply with TELEFÓNICA's instructions, TELEFÓNICA may withdraw the right to the prize even during the period of enjoyment of the prize.

### 14. FOURTEENTH.- Limitation of liability.

TELEFÓNICA is not liable for:

- Any services that third-party companies must provide in relation to the present

promotional activity.

- Incidents that arise in this prize draw due to force majeure.
- Lost or damaged registrations, or registrations sent erroneously or late, whatever the cause may be.
- Any failures or incidents in telecommunications systems that prevent normal access or operation of the contest's web page.
- Any liability for damages of any nature whatsoever that may be due to the temporary lack of availability or lack of continuity of the functioning of the telecommunications networks, is hereby excluded.
- For incorrect or imprecise information, including the information provided by the contestants, printing errors, or by any of the programmes or equipment associated to, or used in, the promotion;
- For technical faults of any kind whatsoever including, but not limited to, inadequate functioning, interruptions, disconnections of telephony lines and network hardware or software.
- For unauthorised human intervention at any time whatsoever throughout the partition or promotion;
- For technical or human errors that may occur in the management of the promotion or the processing of the contestants;
- For any harm or damage to individuals or assets that may be directly or indirectly, completely or partially, caused by participating in the Prize Draw or receiving the Prize, or the proper or improper use of said prize.
- For any physical injury to the participant or third parties that occurs in connection with the enjoyment of the Prize.

## 15. FIFTEENTH.- Taxation.

The withholding on account of Personal Income Tax that TELEFÓNICA is bound by law to make as a consequence of the delivery of the prize to individuals will be TELEFÓNICA's responsibility.

The prize winner will be bound to provide all his/her tax details to TELEFÓNICA so that the latter can comply with all the formal obligations arising from this prize draw.

TELEFÓNICA will make available to the winner the certificates of withholdings made within the period established by law for this purpose.

The winner will be responsible for complying with the tax and accounting obligations involved in obtaining the Prize. The assignment of the Prize to a third party, or its non-enjoyment without express waiver within the period established for this purpose,



does not exempt the winner from the tax and accounting obligations derived from it.

## 16. SIXTEENTH - Acceptance of the Terms and Conditions.

Participation in this Prize Draw constitutes acceptance of these rules (the "Rules") in their entirety.

## 17. SEVENTEENTH- Applicable Law and Jurisdiction.

The law applicable to the prize draw will be Spanish law. If any controversy should arise regarding the validity, effectiveness, interpretation, and execution of the present promotion, the contestants expressly agree to submit themselves to the jurisdiction and competence of the Courts and Tribunals of Madrid, renouncing their own legislations.

Madrid, 31 May 2023