

# TERMS AND CONDITIONS OF THE TELEFÓNICA UNIVERSE

*WELCOME! BY PARTICIPATING IN THE DIFFERENT ACTIONS OF THE TELEFÓNICA UNIVERSE ORGANISED BY TELEFÓNICA, S.A. (hereinafter, “Telefónica”), YOU EXPRESSLY DECLARE THAT YOU HAVE READ AND ACCEPT THESE TERMS AND CONDITIONS INCLUDING INFORMATION ON YOUR RIGHTS AND OBLIGATIONS AS A PARTICIPANT*

## **1. Acceptance.**

These Telefónica Universe Terms and Conditions (the “**Terms and Conditions**” and the “**Initiative**”, respectively) are mandatory and binding. They apply to the Initiative and all the activities encompassed within it to which an interested party (hereinafter, the “**Participant**”) gains access and participates in, constituting an agreement between the Participant and Telefónica, S.A. as the head and organiser of the Initiative.

Telefónica, S.A. is the Spanish parent company of the Telefónica Group, with Tax ID number A28015865 and its registered office at Gran Vía 28, 28013, Madrid, Spain. For the purposes of the Initiative and these Terms and Conditions, the Participant may contact Telefónica by writing to [universo@telefonica.com](mailto:universo@telefonica.com).

Access and/or voluntary participation entails the Participant’s knowledge and acceptance, without reservation, of these Terms and Conditions. The Participant therefore declares that he/she has read, understood and accepted these Terms and Conditions, which are available at any given time on Telefónica’s website set aside for the Initiative. If the Participant does not agree with them, he/she should refrain from taking part.

These Terms and Conditions may be complementary to other legal terms and conditions laid down by Telefónica in relation to certain activities linked to the Initiative. As appropriate, Telefónica will inform the Participant of the order of precedence of the different applicable legal terms and conditions.

## **2. Purpose of the Initiative, access, participation and requirements.**

The purpose of the Initiative is to implement the different activities to be carried out by Telefónica on the occasion of the celebration of its centenary (hereinafter, the “**Centenary**”), which will take place on 19 April 2024, allowing the widest possible dissemination and promotion of said event in the prior and subsequent months among all the employees and former employees who form or have formed part of the Telefónica Group throughout its 100-year history and among the general public, thus fostering a sense of community within the Telefónica Group and highlighting the contributions made by all its employees and former employees throughout its history.

The Participant’s access to and participation in the Initiative will be secured by means of the voluntary registration of his/her data on the form provided for this purpose by Telefónica on the website set aside for the Initiative or by any other valid means provided by Telefónica to this effect. The Participant will only be able to access the Initiative if he/she previously meets the requirements for participation outlined below and if he/she

completes the registration process for the Initiative to fulfil said condition on the corresponding form or via the data collection channel provided for the purpose at all times, declaring at that moment that he/she has sufficient legal capacity to read, understand and accept these Terms and Conditions.

Telefónica establishes the following requirements that must be met at all times by the Participants, subject to potential verification by Telefónica:

- The Participant must be or have been an employee of a company that forms or has formed part of the Telefónica Group throughout its history;
- The Participant must be at least 18 years of age;
- The Participant must have sufficient capacity to contract and be bound by these Terms and Conditions;
- The Participant must comply with these Terms and Conditions at all times;
- The Participant must comply with the specific requirements set out by Telefónica at any given time for the different activities linked to the Initiative.

In order to participate, Telefónica may request additional information and permissions from the Participant, in which case their mandatory nature or otherwise will be indicated. In addition, the Participant may voluntarily provide further information to complement his/her Participant profile and/or take part in certain activities, in which case said data may be processed for the other purposes that have been permitted or authorised in accordance with the provisions of these Terms and Conditions.

The Participant must bear in mind that some activities may only be available to some Participants or groups of Participants.

### **3. Activities in the Initiative.**

By means of the Initiative, the Participant may take part in the activities listed below, either directly or indirectly, depending on the nature of the activity in question. The activities in the Initiative may vary and become available depending on the Participant's profile, the permissions, as appropriate, that have been granted, the data provided by the Participant to Telefónica, his/her location, the availability of Internet access and the compatibility of the device used and/or any other compatible technology that may be employed in the activity.

The activities in the Initiative will include, without being limited to, the following lines of action:

- Preparation of a personalised "Telefónica Diploma" for each of the Participants, which they will receive at the contact email address they have provided, once they have entered their data on the Initiative's participation form.
- Physical installation, at the Telefónica Foundation Space located at Gran Vía 28, 28013, Madrid, Spain, of an interactive screen on which each Participant and any

third party who freely accesses the premises can find the Participants and view part of the data that they have shared when taking part in the Initiative.

- Participation in draws to gain access to experiences related to the Centenary events.
- Exploitation of the information collected and made available by Telefónica, in an aggregate and anonymous manner, in order to extract and distribute interesting and curious statistical data on employees and former employees of the Telefónica Group.
- Preparation of a “Logbook” anonymously compiling the best contributions of the Participants in the two open questions on the Initiative’s participation form. This logbook may be publicly distributed online, in visual media in the different Telefónica buildings and in digital media such as speeches, presentations, brand resources, marketing initiatives, commemorative books and merchandising generated by Telefónica.
- Constitution of an association or group of employees and former employees of the Telefónica Group in the form of alumni, like the associations of former students of universities and business schools, enabling them to relate to each other as a network of support and knowledge.
- Construction, with the images shared by the Participants, of a collage to illustrate the internal communication related to the Initiative, to produce decorative items and visual elements for the Centenary and to generate a library of images that will give rise to generative art to be exploited for the same purposes.

The images shared by the Participants may also serve to: (1) form part of projections to be used in the Centenary celebrations or in audiovisual material to be created by Telefónica, both internally and externally, (2) feed brand resources to be displayed on the computers of Telefónica Group employees (Microsoft Teams backgrounds, desktop lock screens, etc.) and (3) complement the profiles of each of the Participants to be displayed on the above-mentioned screen of the Telefónica Foundation Space or to personalise the diploma generated for joining the Initiative.

The realisation of the activities in the Initiative will entail their necessary and proper management by Telefónica, which will involve receiving and handling the applications sent by the Participants, the sending of correspondence by any means provided by the Participant in relation to the Initiative and its different activities organised on the occasion of the Centenary, including invitations to events and physical acts of interest to the Participants, assurance of the physical and/or digital security of the activities carried out and prevention of any fraud and damage that may be caused by the Participants or any third party.

#### **4. The Participant’s commitments.**

The Participant undertakes to take part in the Initiative and make reasonable use thereof and its activities, insofar as their nature permits their use and enjoyment, as well as any

other related services or activities made available to the Participant by Telefónica on the occasion of the Initiative and/or the Centenary. The Participant will be held liable to Telefónica for any use other than the above that may cause damage or harm to Telefónica or third parties and, in particular, any use of the Initiative that differs from the uses permitted in these Terms and Conditions. In this regard, it is forbidden to:

- Take part in the Initiative through computer programs that constitute, promote or provide access to espionage, hacking or any other program or code that in any way undermines the integrity of Telefónica's products and services and IT security.
- Take part in the Initiative for unlawful or fraudulent purposes or ones in any way linked to criminal acts.
- Take part in the Initiative to send spam or unsolicited messages or send, receive, upload, download or use any kind of illegal, offensive, abusive, malicious, threatening, indecent, defamatory, obscene, racist or otherwise discriminatory or objectionable material or content.
- Take part in the Initiative to harass, stalk, pester, torment or otherwise annoy, slander, abuse, supplant or impersonate another person.
- In any way, take part in the Initiative to use it as a tool for corporate, spousal or parental control or any other form of unauthorised infringement of personal or family privacy, or to spy on and/or violate the secrecy of third-party communications.
- In any way, take part in the Initiative by infringing the copyright, trademarks, confidentiality, privacy or intellectual property rights of Telefónica or third parties in order to carry out or encourage the sending of unwanted advertising, special offers, messages or mass communication.

Taking part in the Initiative for a purpose other than that announced by Telefónica and/or any contrary to these Terms and Conditions will result in temporary or permanent blocking or exclusion from the Initiative, as appropriate, and/or termination of the benefits associated with it. The above is without detriment to any action or claim that Telefónica may be entitled to for improper participation in the Initiative.

The Participant is also informed that the Initiative may be suspended, limited and/or terminated by Telefónica at any time, without the need for any prior notice.

Specifically, Telefónica may limit use of the Initiative or block it altogether in the event that the Participant uses it in a manner that is improper, abusive or contrary to the correct use of the products and services available at Telefónica, including in cases in which such use may represent a threat to the security or integrity of the communication network or otherwise affect the smooth running of said network or the rights of third parties. This will also be at Telefónica's sole discretion and without the need for any prior notice.

The Participant undertakes to make use of the contents available during the Initiative diligently, correctly and in accordance with the Law, generally accepted morals and good

customs and public order. In particular, he/she undertakes to refrain from (a) reproducing, copying or distributing, allowing public access to through any form of public communication, transforming or modifying the contents, without the authorisation of the holder of the corresponding rights or unless it is legally permitted to do so, (b) deleting, evading or manipulating the copyright and other data identifying the rights of the owners incorporated into the contents, as well as the technical protection devices, digital fingerprints and any information mechanisms that may be contained in the contents, and (c) using the contents in a manner or with effects contrary to the Law, generally accepted morals and good customs and public order.

The Participant will be held solely reliable for any infringements of third-party rights that he/she commits, including any related to copyright, trademarks, patents, confidential information, data protection, image, honour, privacy, intellectual and industrial property rights and rights of any other kind.

In the event of any fraudulent or unauthorised participation by third parties, Telefónica will not assume any liability, expense or cost.

Telefónica may also pass on to the Participant the amount it may have to pay by way of a penalty or compensation on account of the above, without detriment to the exercise of the appropriate legal action. In such a case, Telefónica reserves the right to prevent access to the Initiative for these purposes.

The Participant will be held solely and exclusively liable for any damages that may arise from a breach of the current legislation or the obligations assumed by virtue of these Terms and Conditions. The Participant will protect Telefónica and hold it harmless against any claims submitted in or out of court in relation to breaches committed by him/her, as well as any expenses, damages, charges or obligations resulting from such breaches.

The Participant agrees that Telefónica may verify, at any time and without the need for prior notice, compliance with the above requirements and commitments, reserving its right to monitor and edit the information provided by the Participant.

## **5. Intellectual and industrial property and image rights.**

Telefónica holds all the rights, licences and authorisations required for the Initiative and its various activities. In this regard, Telefónica grants only a limited, non-transferable, non-sublicensable, temporary, non-exclusive, revocable and, unless otherwise notified, free licence to enable the Participant to use and/or download the contents stemming from the Initiative, in accordance with the provisions of these Terms and Conditions and for the intended uses. The Participant will not be entitled to sublicense, sell, assign, rent, distribute, transfer or otherwise grant rights to the Initiative to third parties. Similarly, the Participant will not take any action to jeopardise, limit or otherwise interfere with the intellectual property rights of the Initiative, which shall be used subject to these Terms and Conditions. In any event, Telefónica reserves any rights not expressly granted to the Participant under these Terms and Conditions.

Although the Participant will retain all the rights to the images and contents that he/she generates or sends to Telefónica through his/her participation in the Initiative and its different activities, he/she authorises Telefónica to use his/her image and/or voice, as

appropriate, granting a free and non-exclusive global licence without any time limit with respect to the intellectual property rights resulting from the images and contents. These may be assigned to third parties, reproduced, distributed and disclosed to the general public, and, in short, other acts of exploitation may be carried out as outlined in these Terms and Conditions.

With regard to the images captured directly by Telefónica or through authorised third parties during the Participant's involvement in the Initiative and its different activities, the Participant authorises Telefónica, free of charge, to record, capture and introduce his/her intervention and any other form of participation and his/her image and/or voice by any technical means or support, and to exploit the photographs, videos, videos with voice, etc., or part of them, in which they have been introduced into the internal and external communication channels, be they digital or traditional, which Telefónica deems relevant for the purpose of disclosing and popularising the Initiative.

## **6. Telefónica's liability and obligations.**

Telefónica cannot guarantee the Participant participation, or continued participation, in the Initiative. Specifically, participation in the Initiative is offered without a guarantee of any kind, as its quality and availability may be affected by numerous factors beyond Telefónica's control, including, but not limited to, the Participant's geographic location, network limitations or restrictions or the compatibility of the device and operating system used by the latter.

Telefónica does not guarantee and, accordingly, cannot be held liable for any inaccuracies, errors, defects, failures, delays, viruses or interruptions affecting the Initiative, nor can Telefónica guarantee and, accordingly, be held liable for its reliability, quality, accuracy, completeness or validity. The Initiative is provided under the current conditions for downloading and use; Telefónica offers no guarantee of any kind for it and expressly declines any liability for the performance, usefulness, availability, storage and handling of information, security, property and/or rights related to the Initiative. Participation in the Initiative is under the Participant's sole responsibility.

Telefónica cannot be held liable for any damages or lost profits or any other harm resulting from participation in the Initiative.

In any event, Telefónica reserves the right to interrupt, suspend and/or modify the Initiative at any time, either on a permanent or transitory basis. The Participants' agreement will not be required and it will not be necessary to provide any prior notice.

Telefónica may suspend or terminate the Initiative if it suspects that the Participant is in breach of these terms.

Participation in the Initiative does not grant the Participant any rights, guarantees or benefits in addition to those already granted by Telefónica or the Telefónica Group employer with which he/she has a relationship, nor will it affect the latter. Participation does not entail or presuppose the entry into or confirmation of a legal relationship between the Participant and Telefónica beyond that which constitutes his/her acceptance of these terms and conditions, within the scope and purpose thereof.

In the event that the information or data provided by the Participant is untrue, inaccurate or not updated, Telefónica cannot be held liable for any resulting damages.

## **7. Security.**

Telefónica undertakes to adopt and install the technical measures and means required by the sectoral legislation in force for the infrastructures used in order to guarantee the confidentiality of the information processed as a result of the realisation of the Initiative.

Telefónica will be exempt from any liability that may arise from any acts or omissions not attributable to or unrelated to Telefónica that breach the above-mentioned confidentiality.

Telefónica will adopt the technical measures permitted by the current legislation to ensure the security of the Initiative against any unauthorised access. Telefónica will be held harmless from any liability that may arise due to third parties obtaining contents stored in the Initiative or any damage that third parties may cause to such contents.

Telefónica cannot guarantee the usefulness of the Initiative for the performance of any particular activity, nor its infallibility, and consequently cannot guarantee that it will operate on a permanent and fault-free basis, nor does it assume liability for any damages suffered by the Participant as a result of the non-use or inability to use the information or features provided through the Initiative. The Participant assumes full liability for the interpretation and use of the information contained in the Initiative.

Telefónica cannot be held liable for the inadequate functioning of the Initiative if this is due to management or maintenance tasks or a faulty configuration of the Participant's devices.

Telefónica, in order to maintain the quality and security of the Initiative, may establish limitations on access and participation in the Initiative, including a maximum number of accesses or a maximum length for them.

## **8. Privacy and Personal Data Protection.**

The Privacy and Personal Data Protection conditions applicable to the processing of the data of the Participants in the Initiative are set out in the applicable Privacy Policy, which forms an integral part of these Terms and Conditions to be accepted by the Participant upon the moment of acceptance thereof.

## **9. Miscellaneous.**

Telefónica reserves the right to revise these Terms and Conditions or other general conditions at any time for legal, technical or strategic reasons. In such a case, the Participant will be notified in a timely manner by means of an announcement on Telefónica's website set aside for the Initiative. If the Participant continues to use the Initiative after the updated Terms and Conditions become effective and does not ask to be removed as a Participant, Telefónica will assume that the Participant has accepted the modifications.

All the suggestions and comments made by the Participant will be taken into account, implemented and/or adapted by Telefónica, without the above giving rise to any rights in favour of the Participant.

The Participant understands and agrees that Spanish legislation will apply to these Terms and Conditions. Any dispute that may arise from the interpretation of these Terms

and Conditions will be submitted to the Courts and Tribunals of Madrid, in accordance with the provisions of the current Spanish legislation.

Telefónica may assign these Terms and Conditions and, as appropriate, any other terms that Telefónica may make available, without consent, to any third party that acquires all or part of the Initiative or the business developed therein.

Most recent update: June 2023