

TERMS AND CONDITIONS OF THE "END OF THE MONTH PODCAST" PRIZE DRAW

The company **IMAGINERGEN, S.A.**, with registered office in Barcelona, Calle Estany, 1-11, planta 5 (08038) and Tax ID A-61363339 (hereinafter, "**IMAGIN**"), will hold a promotion aimed at individuals 18 and over whose tax residence is in Spain (i.e., the Iberian Peninsula, Balearic Islands, Canary Islands and Autonomous Cities of Ceuta and Melilla) and who also fulfil the criteria, requirements and terms and conditions set forth in these Legal Terms and Conditions (hereinafter, "**Terms and Conditions**"), offered as a free giveaway (hereinafter "**Draw**") to be held on the dates and under the circumstances specified herein.

ONE. Requirements, entry period, and date of the Draw.

The draw is open to any individuals who meet the requirements set forth in **Condition THREE**.

The Draw will be held on the EasyPromos platform on the date indicated in the "**DATE OF THE DRAW**" section.

ENTRY PERIOD

DATE OF THE DRAW

28/11/2024 – 25/06/2025 at 23:59h

26/06/24

The **ENTRY PERIOD** will begin on 28 November 2024 and end on 25 June 2025 at 23:59 hours. Anyone who enters the Draw after the Entry Period has ended will not be considered a valid participant of the Draw.

TWO. Prizes

The prize (hereinafter, the "**Prize**") will consist of a sum of money that will accumulate with each episode of the podcast. The podcast guests will voluntarily deposit an amount of money into a current account. This money will continue to build up in each episode so that it can be raffled amongst our social media followers at the end of the season.

A draw will be held, resulting in a single winner, in the manner specified in **Condition FOUR**. The participant awarded the Prize (hereinafter, the "**Winner**") must fully comply with all the requirements set forth in **Condition THREE**, as well as any other conditions outlined herein.

THREE. - Who can participate?

3.1 Those who enter the prize draw will be customers, who, during the entry period meet all the following requirements:

- Individuals who are of legal age, who have tax residence in Spain (i.e. Iberian Peninsula, Balearic Islands, Canary Islands and Autonomous Cities of Ceuta and Melilla) and who meet the conditions stipulated in these Terms and Conditions;

Only one (1) entry per user is permitted.

3.2 The prize draw may not be entered by the following customers, even if they meet the requirements in section (3.1):

- Those individuals who are involved in any act or conduct that could be construed as contrary to good faith or the interests of the Draw;
- Those individuals who are employees of the CaixaBank Group and their direct relatives or spouse;
- Providers of any of the processes or services necessary for IMAGIN to hold this Draw;
- Any person who enters using false information, or by any other fraudulent means.

3.3 - The following are ineligible to receive the prize:

- Persons who, despite winning the draw, have breached any of the conditions established in these terms and conditions.

FOUR. Rules of Participation

The Draw will be announced through a post that will be published on the official IMAGIN account on the Instagram social network (@imagin), so access to this platform is essential to enter the Draw. To enter the Draw, in addition to meeting the requirements specified herein, participants must complete all the steps detailed below:

- Like the post announcing the Draw.
- Follow @imagin on the Instagram social network.
- Publish a comment on the post announcing the Draw expressly stating “I want to enter”, “Quiero participar”, or analogous.

FIVE. Draw Procedure

The Draw will be held among all the Participants using a random process and a certificate of validity once the Entry Period of the Draw has ended.

Among all the Participants, on the **DAY OF THE DRAW**, one (1) Winner will be selected via the EasyPromos platform, along with ten (10) alternates, who will replace the Winner in cases of incomplete or incorrect identification, lack of acceptance, withdrawal, failure to meet the requirements set out in these Terms and Conditions, or inability to be contacted within forty-eight (48) hours after the Draw has taken place.

The certificate of validity will be made available to Participants at the following address once the Draw is complete: <https://sweeps.easypromosapp.com/certificates>

The Prize will be presented to the Winner personally and cannot be transferred or assigned to third parties, whether free of charge or for consideration. The Prize is limited to one (1) per person and cannot be replaced with another at the Winner's request.

IMAGIN reserves the right to change the **PRIZE DRAW DATE**, the procedures used for the Prize Draw as established herein, or the contents of these Terms and Conditions due to force majeure and/or on any other justifiable grounds.

SIX. Notification of the Winner and delivery of the prize

IMAGIN will notify the Winner via a private message on the social media platform Instagram, sent from IMAGIN's official Instagram profile (@imagin), starting on 26 June 2025. The message will inform the Winner of the Prize awarded, as well as of any modifications that may arise concerning the Prize as a result of this Draw.

The Winner will have a period of forty-eight (48) hours from the time of notification to contact IMAGIN and confirm their acceptance of the Prize. Once the Winner has accepted the Prize under the stipulated terms, IMAGIN will inform them of the method of Prize delivery, also via a private message on the Instagram social network.

To manage the delivery of the Prize, the Winner will be asked for the following personal data: full name, email, phone number and date of birth. In addition, an identification document certifying this information will be requested, along with an account number into which to deposit the prize.

The Winner will also be announced through a comment published under the Draw post on IMAGIN's official Instagram account (@imagin). By accepting these Terms and Conditions, Participants expressly authorise the use of their Instagram username and profile picture for the purpose of being announced as the Winner.

In any case, the Prize will be delivered by IMAGIN to the Winner within forty-eight (48) hours from the acceptance of the Prize, unless a justified cause prevents its delivery within this timeframe, in which case the Prize will be delivered once the issue is resolved, at a later date.

SEVEN. Change of the Prize and renouncement or impossibility to accept

Under no circumstances may the Prize of the Draw be subject to change or compensation, without prejudice to the power assigned to IMAGIN in **Condition TWO**.

If for any reason the Winner renounces or cannot accept the Prize, it will be assigned to the next runner-up, and so on until the list of runners-up mentioned in **Condition FIVE** herein is exhausted. If none of the runners-up on the list accepts the Prize, is able to accept it or refuses it, the Draw will be declared void.

EIGHT. Regulation of Entry

Participating in this Draw entails:

1. Prior full acceptance of these Terms and Conditions, without reservation or exclusion, as well as express submission to any decisions that IMAGIN may adopt as organiser of the Draw for the purpose of interpreting or resolving matters not included herein so as to achieve successful implementation.
2. IMAGIN reserves the right to amend the Terms and Conditions of this Draw, in whole or in part, and may cancel them at any time for cause. IMAGIN also reserves the right to temporarily or permanently discontinue the Draw, or access to it, at any time for reasons of security, restructuring or suspension of IT services, or for any other reason that is advisable or that IMAGIN is not liable for, without this leading to any liability for IMAGIN, which will remain exempt.

NINE. Claims period

The period for presenting any claim related to the Draw will end fifteen (15) calendar days after the **DATE OF THE DRAW**.

Enquiries, complaints, or issues related to the Draw, including its organisation, the communication, acceptance, and delivery of the Prize, must be directed to IMAGIN at the following email address: consultas.engagement@imagin.com.

ELEVEN. Disclaimer of liability

The Instagram social network does not participate, endorse or administer this Draw, nor is it associated with it. Participants release Instagram from any liability arising from this Draw and guarantee that they are Instagram users, or will become users during the validity period of the Draw, and that they have accepted or will accept its legal terms, whether general or specific, privacy policies, or any other applicable conditions set by Instagram, which may differ in whole or in part from the provisions of these Terms and Conditions.

IMAGIN is fully exempt and absolved of any liability in relation to the Winner and their companion for any accident, incident, event, or issue that may occur during the Activity or while enjoying the Prize in general.

It will be the responsibility of the Winner and their companion to be aware of and comply with any requirements or obligations that may be demanded of them in connection with the Activity. IMAGIN shall be exempt from any liability arising from the Winner and/or their companion's failure to meet such requirements.

IMAGIN will not assume any responsibility for the cancellation, suspension, or modification of the Draw or the Terms and Conditions that govern it.

IMAGIN will not be held liable if the Draw cannot go ahead as scheduled for reasons that are not attributable to IMAGIN; for example, due to the existence of bugs or computer errors, unauthorised actions, fraud, technical faults, human errors or any other circumstance outside the reasonable control of IMAGIN, that may alter or affect the management, security, fairness, integrity or correct implementation of the Draw.

IMAGIN also reserves the right to cancel the Draw or to disqualify any entrant who has attempted to manipulate, annul, terminate, amend or discontinue the Draw and/or block the reception of entries; as well as to disqualify any participant, even after being declared the Winner, and, if applicable, refuse to award the Prize, if they are suspected of intending to violate the law, engage in violent or pornographic acts, or, in general, display behaviour or actions contrary to the law, good faith, and accepted standards of conduct and decency.

IMAGIN will not be liable for any technical problems or faults affecting telephone networks and lines, online systems, servers or suppliers, IT equipment, or software, due to technical problems on the internet network or on websites and, in general, for any damages caused to entrants resulting from their participation in the Draw, or the lack of availability of the same due to technical problems that are not attributable to IMAGIN, as well as in the event of difficulties in the registration process, such as technical problems, connectivity, etc.

IMAGIN is expressly and fully absolved of any liability arising from any circumstances that may affect the awarding or enjoyment of the Prize. IMAGIN is likewise absolved of any liability for any contingencies that may arise as a result of the enjoyment of the Prize.

Finally, IMAGIN will not be liable for the combination of any of the circumstances stipulated in **Condition ELEVEN** herein, including any damages that, for any reason, may result from the enjoyment of the Prize in this Draw.

TWELVE. Reserves

This Draw aims to guarantee equality amongst all the Participants and that it is conducted in strict compliance with and respect for the principles of good faith. For this reason, IMAGIN will automatically and immediately disqualify any participant who violates the principles of good faith, engages in deceitful, inappropriate, false, or improper behaviour, uses disproportionate, fraudulent, or abusive means, or fails to comply with any aspect of these Terms and Conditions.

If any of the circumstances described is discovered or detected after the Prizes have been awarded, IMAGIN reserves the right to exercise any rights, claims, or legal actions available to it against the perpetrator or responsible party, including, but not limited to, those aimed at recovering the Prizes awarded.

In the event that the Draw cannot be held due to fraud detected in the participation, technical errors, or any other reason beyond IMAGIN's control or will that affects the normal conduct of the Draw, IMAGIN reserves the right to cancel, modify, or suspend the Draw.

In any case, IMAGIN reserves the right to: **(i)** make modifications or incorporate annexes related to these Terms and Conditions and the conduct of the Draw, provided there is a justified objective reason for doing so; **(ii)** pursue any rights, claims, and legal actions available against individuals who engage in any acts that could harm the interests of this Draw; **(iii)** verify the identity of the winners, including any evidence it deems necessary, and withdraw the Prizes if it believes, at its discretion, that the Terms and Conditions have been breached.

THIRTEEN. Personal data protection

The Data Controller is ImaginersGen, S.A. ("**IMAGIN**") with VAT number (NIF) A-61363339 and registered address in Barcelona, Calle Estany, 1-11, planta 5 (08038).

Data is processed to conduct the Draw and deliver the Prize to the Winner and, specifically, to:

- Identify the Participant;
- Validate and verify the Participant's identifying data;
- Verify that Participants meet the requirements set out in the Terms and Conditions;
- Administer the holding of the Draw and the subsequent communication, acceptance, and delivery of the Prize to the Winner.

Similarly, the data will be processed to comply with the regulatory obligations imposed on IMAGIN. Personal data may be shared with authorities and public agencies in order to fulfil a legal obligation required of IMAGIN, as well as to service providers and third parties deemed necessary for the management of this promotion.

Data will be processed while the permissions deriving from the participation in this promotion remain in force; without prejudice to the above, the data will be deleted thirty (30) days after the date of the Draw and will be retained (during the limitation period for actions deriving

from said relationships) solely to comply with the required legal obligations, and to file, pursue or defend claims.

Contact details of the Data Protection Officer: www.caixabank.com/dataprotectionofficer

You can exercise your rights of access, rectification, objection to processing, erasure, restriction of processing, transfer your personal data, withdrawing consent and not being subject to automated decision-making in accordance with law, through the following channels:

- At the website address: www.caixabank.com/ejerciciodederechos.
- By sending a letter to Apartado de Correos número 209, Valencia (46080).

Additionally, if you have any complaints related to the processing of your data, you may address them to the Spanish Data Protection Authority (www.agpd.es).

For more information on your privacy, please refer to the Privacy Policy, available on the IMAGIN website <https://www.imagin.com/politica-de-privacidad>.

FOURTEEN. Taxation of Prizes

The Prize of this promotion is income that is considered a capital gain and is subject to personal income tax. The amount of this capital gain corresponds to the economic value of the amount ultimately awarded. This capital gain must be included in the general taxable base of the Winner's Personal Income Tax in the tax year in which the Prize is accepted.

IMAGIN is not liable for any consequences that may arise from the receipt of the aforementioned income for the individual who wins the prize in accordance with their specific personal and tax circumstances (obligation to declare personal income tax, effect of winning the prize on compliance with other income requirements such as grants, government support etc.).

FIFTEEN. Acceptance of the Rules

By merely taking part in this promotion, participants accept its Terms and Conditions.