PROMOTIONAL SYSTEM BENEFITS AND ADVANTAGES FOR HOLDERS OF THE PORQUE TU VUELVES CREDIT CARD

1. CARDHOLDER BENEFITS AND ADVANTAGES. While the Porque TU Vuelves credit card issued by WiZink (hereinafter "PTV Card" or "Card") is valid, cardholders (hereinafter the "Holder") may, provided that they use their Card as the means of payment, obtain, in addition to the benefits and advantages of the Promotional System (provided that the promotions are not incompatible with each other and provided that the Holder complies with the conditions and/or requirements as stipulated at that time), the following benefits and advantages:

1.1. PURCHASING AND/OR CONTRACTING PRODUCTS AND SERVICES IN THE CEPSA NETWORK.

1.1.1. <u>CEPSA NETWORK.</u> CEPSA NETWORK is understood to mean all Cepsa Service Stations, and DEPASO, MINISTOP, and Minimarket establishments or stores located within or outside them, in Spain and Andorra which are participating in this Promotion. The participating establishments may unsubscribe from the program, without the need of said circumstance to be communicated to the holder and without causing any liability to the holder.

1.1.2. <u>DISCOUNT POINTS.</u> When purchasing and/or contracting products and services in the CEPSA NETWORK, the Holder, provided that he/she uses the Card as the means of payment, will obtain discount points equivalent in value to **3% of the total amount of the purchase** (including tax).

In addition, the Holder may obtain an **additional 3%** on the monthly statement, provided that purchases at establishments other than Service Stations during the given month are equal to or greater than €300.00 (sum of purchases by the main Holder and additional Holders, if any).

1.1.3. <u>LIMITS AND EXCLUSIONS</u>. The maximum amount on which the discount will be applied shall be of €75.00 per transaction, €150.00 of daily expenditure. No discount points may be obtained for purchases from vending machines or other machines supplying products or services via the insertion of coins or banknotes, or machines with which the Card cannot be used. In addition, no discount points may be obtained for purchases not paid for at a CEPSA NETWORK terminal. Also, no discount points may be obtained for the purchase of press items, mobile phone recharges or cards, lubricants and automotive products other than Cepsa or Ertoil, butane bottles, as well as those indicated at any given time, purchased at the CEPSA NETWORK establishments, except if there is a promotional event for the same.

1.2. PURCHASING AND/OR CONTRACTING PRODUCTS AND SERVICES AT OTHER ESTABLISHMENTS.

1.2.1. <u>OTHER ESTABLISHMENTS</u>: All establishments other than Service Stations where the customer pays using the Card.

1.2.2. <u>DISCOUNT POINTS.</u> When purchasing and/or contracting products and services in the CEPSA NETWORK, the Holder, provided that he/she uses the Card as the means of payment, will obtain discount points equivalent in value to **1%** of the total amount of purchases at establishments other than Service Stations (including tax).

2. MAXIMUM LIMIT. The maximum amount on which the discount will be applied shall be of \notin 4,200.00 annual expenditure for the total purchases made both on the CEPSA NETWORK and in OTHER ESTABLISHMENTS (sum of purchases by the principal holder and additional holders if any). For this purpose, this shall be calculated by calendar year.

3. DISCOUNT POINTS BALANCE. The discount points obtained under this Promotion shall be paid monthly. The Holder can obtain information on his/her discount points balance via the purchase receipt when purchasing products and/or services in the CEPSA NETWORK (which should be retained in case of any discrepancy regarding the number of discount points), and via the statement sent monthly by WiZink Bank, S.A. via the Promotional System website or by any of the means established by CEPSA COMERCIAL PETRÓLEO. If holders does not agree with the accumulated balance, they may notify CEPSA COMERCIAL PETROLEO submitting the purchase receipts; the latter will in every case be

able to correct the errors that have occurred. Obtaining monetary discounts may be expressed in discount points solely for purposes of impact on communication and ease of comprehension by Participants in the Promotional System, without any alteration of the nature of the monetary discount that the Promotional System establishes.

4. EXCHANGE OF DISCOUNT POINTS AND REDUCTION OF THE BALANCE. Holders may use the discount points as provided for in the legal bases of the Promotional System. CEPSA COMERCIAL PETROLEO will reduce discount points in accordance with the legal bases of the Promotional System.

5. MANAGEMENT OF DISCOUNT POINTS. CEPSA CARD, S.A., with registered office at 259 A Paseo de la Castellana, 28046 Madrid, with C.I.F. (tax ID) No. A-80349590, a Cepsa Group company, is designated as the Promotional System administrator and, accordingly, will manage the discount points obtained through the use of the Card, maintain the monetary balances in favor of the Holders of said Cards and credit, on their behalf, their purchases of products and/or services.

6. CARD CANCELLATION. In accordance with the Card Regulations, the Holder of the Card may cancel the contract at any time. In the event that the Card is canceled, Holders may continue making use of the benefits and advantages of the Promotional System by requesting from CEPSA COMERCIAL PETRÓLEO another means of identifying themselves as Participants, or by using any other means of identification already at their disposal.

LEGAL BASES OF THE "PORQUE TU VUELVES" PROMOTIONAL SYSTEM

FIRST.- INTRODUCTION AND COMPANY DATA.

1.1. CEPSA COMERCIAL PETRÓLEO, S.A.U. (hereinafter CEPSA COMERCIAL PETRÓLEO), with registered office at 259 A Paseo de la Castellana - Torre Cepsa, 28046 Madrid, Spain, and N.I.F. (tax ID) No. A-80298896, runs the "Porque TU Vuelves" Promotional System. The company is registered in the Commercial Registry of Madrid in Volume 2530, Folio 43, Page M-44.195.

1.2. CEPSA COMERCIAL PETROLEO is a company owned by COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A.U., a company with registered office on Paseo de la Castellana, nº 259A - Torre Cepsa, (28046) Madrid-España, and with tax ID No. -28003119, and parent company of Grupo Cepsa. The company is registered in the Commercial Registry of Madrid in volume 588, folio 35, page M-12.689.

SECOND.- SUBJECT.

2.1. These legal bases regulate the relationship between CEPSA COMERCIAL PETROLEO and any Cepsa Group customer that is interested in obtaining the benefits and advantages of the "Because you are back" promotional system (hereinafter the Promotional System).

2.2. Participants in the Promotional System will be able to obtain benefits and advantages when purchasing and/or contracting products and/or services from the Cepsa Group and/or third parties, participate in its promotional activities, and access the Promotional System website and any other offers that CEPSA COMERCIAL PETRÓLEO provides for Promotional System Participants. The communication of all of these benefits and advantages to Participants is a core element of the Promotional System.

THIRD.- DURATION.

3.1. The Promotional System will remain in effect indefinitely, unless it is terminated by CEPSA COMERCIAL PETRÓLEO.

3.2. CEPSA COMERCIAL PETRÓLEO may terminate the Promotional System at any time, and must communicate this to the Participants at least THREE (3) MONTHS in advance.

3.3. CEPSA COMERCIAL PETROLEO will also communicate the conditions and the time period during

which Participants may continue to benefit from the benefits and advantages of the Promotional System after the same is terminated.

3.3. CEPSA COMERCIAL PETRÓLEO may block and/or inform Participants of their immediate exclusion from the Promotional System at any time in the event of fraud, abuse of the Promotional System or any other use thereof that does not respect the present legal bases, the legal bases of a specific promotional event or the principles of good faith. From the moment that the Participant is excluded from the Promotional System, the same will no longer participate of the benefits and advantages that the Promotional System offers.

3.4. The Participant may request to be excluded from the Promotional System at any time. To this end, it must apply in writing to CEPSA COMERCIAL PETROLEO at the registered office indicated in these legal bases, attaching a photocopy of its tax ID card or equivalent identification document or sending an e-mail to <u>derechos.arco@cepsa.com</u>, providing the same information. From the moment that the Participant requests its exclusion from the Promotional System, the Participant will no longer benefit from the benefits and advantages offered by the Promotional System.

FOUR.- PARTICIPATION IN THE PROMOTIONAL SYSTEM.

4.1. REQUIREMENTS TO PARTICIPATE IN THE PROMOTIONAL SYSTEM. Any legal person, over 18 years of age, without limited capacity to act, who is interested in enjoying the benefits and advantages that the Promotional System offers, may participate in the Promotional System by becoming a Participant of the same (hereinafter the Participant).

The mere participation in the Promotional System implies compliance with these legal bases as a whole, so any statement in the sense of not accepting them will imply the exclusion of the Participant and as a result, CEPSA COMERCIAL PETROLEO will be released from compliance with that Participant as regards any obligations arising from this Promotional System.

Participation in the Promotional System is free of charge and does not in itself imply an increase in the price of the products and/or services promoted, or any additional payment to be able to participate.

4.2. PARTICIPANT IDENTIFICATION CEPSA COMERCIAL PETROLEO will assign each Participant in the Promotional System with a unique Customer identification number (ID) within the Cepsa Group, if they did not already have one, which will allow them to benefit from the benefits and advantages that the Promotional System offers and of all the offers and promotions of any company in the Cepsa Group in a unified and simple way.

In addition, CEPSA COMERCIAL PETROLEO will make available to each Participant some means of identification that will allow them to identify themselves as Participants when required to access the benefits and advantages of the Promotional System.

FIFTH.- BENEFITS AND ADVANTAGES OF THE PROMOTIONAL SYSTEM.

5.1. OBTAINING DISCOUNT POINTS. The Participant may obtain discount points for the purchase and/or contracting the products and/or services offered by companies of the Cepsa Group and/or third parties or as a prize/gift for participating in the various promotional activities being organized in the Promotional System.

5.1.1. <u>WHEN PURCHASING AND/OR CONTRACTING CEPSA GROUP PRODUCTS AND SERVICES</u>. The Participant may obtain discount points for the purchase and/or contracting the products and/or services of the Cepsa Group, it being necessary for Participants to identify themselves as such, whenever required in the form and amount required at any given time.

CEPSA COMERCIAL PETROLEO may establish special conditions for certain Participants who have certain requirements or belong to a particular labor union, as established in the legal basis of the promotional event.

5.1.2. OBTAINING POINTS BY PURCHASING AND/OR CONTRACTING PRODUCTS AND/OR SERVICES

<u>OF THIRD PARTIES</u>. The Participant may obtain discount points for the purchase and/or contracting the products and/or services of the Cepsa Group, it being necessary for Participants to identify themselves as such, whenever required in the form and amount required at any given time.

The third party supplier of products and/or services purchased and/or contracted will be solely liable with regard to the Participant in terms of the quality of the products and/or services, and CEPSA COMERCIAL PETRÓLEO will be exempt from any liability in any way related thereto.

5.1.3. <u>OBTAINING POINTS BY CERTAIN BEHAVIORS AND/OR PARTICIPATION IN PROMOTIONAL</u> <u>EVENTS</u>. The Participant may obtain discount points for the purchase and/or contracting the products and/or services of the Cepsa Group, it being necessary for Participants to identify themselves as such, whenever required in the form and amount required at any given time.

5.1.4. EXCHANGE OF DISCOUNT POINTS. The Participant may use the discount points to:

- a) *PURCHASE PRODUCTS AND/OR SERVICES IN CEPSA GROUP ESTABLISHMENTS* The discount points may be used as payment of the entire amount of the products or services, or only part thereof, paying the difference of the price through any other payment means admitted by the establishment.
- b) *PURCHASE PRODUCTS AND/OR SERVICES ON-LINE IN THE EXCLUSIVE SHOP/CATALOG.* The Participant may request to exchange the discount points for products and/or services on the web store/catalog of the Promotional System or through any other means that CEPSA COMERCIAL PETROLEO makes available to the same.

The purchasing conditions of the products and/or services of the web store/catalog of the Promotional System website shall be those published in the same.

5.1.5. <u>REDUCTION OF THE BALANCE.</u> CEPSA COMERCIAL PETROLEO reserves the right to reduce the discount points balance of the Participant as a result of the Promotional System management, this reduction shall be done from the accumulated discount points balance.

In this respect, if three (3) months have elapsed since the Participant expressed an interest in participating in the Promotional System, and CEPSA COMERCIAL PETRÓLEO does not have the necessary personal and contact information for his/her participation, CEPSA shall deduct, on a monthly basis, any accumulated discount points that are older than three (3) months (90 days) until the Participant provides said information.

In addition, CEPSA COMERCIAL PETROLEO will make the reduction of the discount points as follows:

- c) *Lack of exchange of discount points:* The discount points obtained in one year, which have not been exchanged by December 31st of the third year, shall be discounted as a result of the Promotional System management by 50%. One (1) month later, if they have not been exchanged, the reduction shall be of another 50% or of the balance if the latter is less.
- *Participant Inactivity:* Inactive means a Participant that has not performed any activity in the Promotional System for a continuous period of six
 (6) months since the month of the last operation. Discount points accumulated by an inactive Participant will be reduced by 50% as part of the management of the Promotional System after six (6) months of inactivity. If there is one (1) further month of continued inactivity, the remaining 50% will be deducted.

5.1.6. <u>INCOMPATIBILITIES</u>. Obtaining discount points shall be not possible along with other promotional advantages, gifts and/or prizes offered by Cepsa Group companies for the purchase and/or contracting of their products and/or services unless otherwise stated.

5.2. OBTAINING GIFTS. Gifts may be obtained by Participants for performance and/or participation in Promotional System promotional events, provided that they meet the conditions and/or requirements that are specified for the same, Participants being required to identify themselves as such, whenever required.

5.3. PARTICIPATION IN PROMOTIONS AND DRAWS. Participants may participate in promotions and draws promoted by CEPSA COMERCIAL PETROLEO and other companies of the Cepsa Group, exclusively directed at Participants, provided that they meet the conditions and/or requirements that are specified for the same Participants being required to identify themselves as such, whenever required.

5.4. ACCESS TO THE PROMOTIONAL SYSTEM WEBSITE AND PARTICIPATION IN ITS **PROMOTIONAL ACTIVITIES.** Participants shall be able to access the Promotional System website and participate in the promotional activities of the same, through their user name and password and/or through the means that are made available at any time.

By actively participating in the website, through performance and/or participation in the activities of the same, Participants may obtain gifts, awards, discounts, benefits and/or exclusive and/or special advantages, provided that they meet the specified conditions and/or requirements.

5.5. DISCOUNTS ON THIRD-PARTY PRODUCTS AND/OR SERVICES. Discounts may be obtained in the purchase and/or contracting of products and/or services from third parties outside the Cepsa Group, under agreements signed by CEPSA COMERCIAL PETROLEO with said third parties, provided that the latter complies with the specified conditions and/or requirements published on each occasion, Participants being required to identify themselves as such, whenever required.

The third party supplier of products and/or services purchased and/or contracted will be solely liable with regard to the Participant in terms of the quality of the products and/or services, and CEPSA COMERCIAL PETRÓLEO will be exempt from any liability in any way related thereto.

5.6. OTHER PROMOTIONAL OFFERS. Participants may obtain any other promotions offered by CEPSA COMERCIAL PETROLEO for their participation in the Promotional System, provided that they comply with the specified conditions and/or requirements published on each occasion, Participants being required to identify themselves as such, whenever required.

5.7. COMMON CONSIDERATIONS IN RESPECT OF THE BENEFITS AND/OR ADVANTAGES OBTAINED.

- a) The gift, prize, discount, benefit and/or advantage obtained is subject to the provisions in these legal bases or in the legal basis of a specific promotional event, and it will not be possible to replace it with cash and, in no case will it be subject to exchange, alteration or compensation at the request of the Participant.
- b) If the Participant rejects the gift, prize, discount, profit and/or advantage, no alternative compensation will be offered. Participants shall not be entitled to any exchange, alteration or compensation if they do not use the gift, prize, discount, profit and/or advantage obtained. Gifts, prizes, discount, profit and/or advantage shall be personal and non-transferable.
- c) When the gift and/or prize provider is a third party, outside of the Cepsa Group, the particular conditions specified by the third party in terms of guarantees, return and/or use or enjoyment of the product and/or service shall apply, the third party being solely responsible for the quality of the product and/or service provided.
- d) In case of fraud or other process that do not comply with these legal bases, the legal bases of a specific promotional event or with good faith, CEPSA COMERCIAL PETROLEO reserves the right to refuse the delivery of the gift, prize, discount, benefit and/or advantage to the Participant.
- e) CEPSA COMERCIAL PETROLEO accepts no liability for any possible loss, damage, theft, delay or other circumstance attributable to third parties which could affect the enjoyment of the gift, prize benefit and/or advantage obtained.
- f) The acceptance of the gift, prize, discount, profit and/or advantage by the Participant is voluntary, waiving any claim against CEPSA COMERCIAL PETROLEO for said reason.
- g) Participation in the promotional events of the Promotional System will imply the use of the

Participant's use by CEPSA COMERCIAL PETROLEO of the name and image of the Participant, if it is required for advertising or journalistic communications regarding the promotional events of the Promotional System.

<u>SIXTH - LIABILITY.</u>

6.1. LIABILITY FOR DAMAGES. CEPSA COMERCIAL PETROLEO shall not be liable for any harm or prejudice of any kind resulting from the participation of the Participant in the Promotional System, unless these are caused by negligent or fraudulent action by CEPSA COMERCIAL PETROLEO.

In such case, the liability shall be limited to the financial value of the benefits and/or advantages that Participants would have obtained as a result of their participation in the Promotional System.

6.2. FISCAL LIABILITY. Tax obligations arising from participating in the Promotional System, if any, shall be assumed by whoever is responsible, in accordance with the applicable legislation.

Awards and/or gifts in promotions related to the Promotional System will be subject to the tax legislation in force at the time, with the recipient of the prize and/or gift being required to meet their tax and accounting obligations.

SEVENTH.- AMENDMENT OF THE PRESENT LEGAL BASES.

CEPSA COMERCIAL PETROLEO reserves the right to amend any of these legal bases, as well as the conditions of use and the technical and legal settings of the Promotional System website. When a legal amendment to CEPSA COMERCIAL PETROLEO's legal bases occur, the same will inform the Participants with sufficient time through the Promotional System website and/or through any means which CEPSA COMERCIAL PETROLEO may have to contact the Participants.

EIGHTH - LEGAL BASES INTEGRITY.

These legal bases constitute the sole and express will of CEPSA COMERCIAL PETROLEO and the Participant, in relation to their object, and voids and substitutes any other agreement or contract, whether oral or in writing, reached by the parties previously.

NINTH.- PRIVACY POLICY.

In accordance with the provisions of the applicable personal data protection regulations, we inform the Participant:

9.1. THE PERSONAL DATA CONTROLLER CEPSA COMERCIAL PETROLEO, S.A.U., with tax ID No. -80298896, and registered office in: 259 A Paseo de la Castellana, 28046 Madrid (Spain), Data Protection Officer: <u>dpo@cepsa.com</u>.

9.2. PURPOSE OF PERSONAL DATA PROCESSING. The personal data provided by the Participant to participate in the Promotional System (such as name, surname, ID, postal address and e-mail), as well as any contributed in the future as a result of its development, will be included in a data processing register owned by CEPSA COMERCIAL PETROLEO with the following objectives:

- a) Provide, manage, control and maintain the services inherent to the Promotional System;
- b) Manage the creation of a Customer ID that is unique within the Cepsa Group.
- c) Maintain a direct relationship with the Participant for advertising, promotional and/or statistical purposes (including profile segmentation in order to match the marketing offers and activities to each Participant), related to the Promotional System, to the activities that CEPSA COMERCIAL PETROLEO performs, or to the value added services of which it could benefit as Participant in the Promotional System, by conventional and/or electronic means (e-mail, SMS, purchase receipt...). These communications may also refer to benefits or advantages relating to Cepsa or third-party companies, will always be communicated through Cepsa and will be based on partnership agreements in the following sectors: Leisure, travel, culture, credit cards and means of payment,

automotive, transportation, insurance, distribution and financing, gifts, fashion, home, technology.

- d) Perform profile segmentation through analysis of the use of the services offered, in order to customize the offers and marketing activities to each Participant, offering personalized products and services.
- e) Provide the requested services and information, whether by means of the Internet, regular mail or telephone. Record telephone conversations made to customer Service, in order to ensure a better service quality. Additionally, emails may have delivery and read receipts.
- f) Address any potential incidents, as well as conduct customer satisfaction surveys on the Promotional System. A Participant may be contacted if a suspected fraud or identity theft is detected.
- g) Manage the Participant data as a user of the Promotional System website.
- h) Manage "online" purchases that may be made through the marketing service.
- i) In cases where a Participant has accessed the Promotional System website through social networks, to validate their personal data, to contact the Participant in the event that a suspected possible fraud or identity theft on the networks is detected, as well as to contact them and send communications and/or personalized commercial offers through profile segmentation, conduct behavioral advertising studies or obtain statistical samples that can help CEPSA COMERCIAL PETROLEO to improve the customization of offers of its products and services.

9.3. PERSONAL DATA OF THIRD PARTIES: If the personal data provided is from a third party, Participants guarantee that they have informed it of the Privacy Policy and obtained its authorization to provide its data to CEPSA COMERCIAL PETROLEO for the purposes mentioned above. The Participant also warrants that the data provided are accurate and up to date, and such party is liable for any direct or indirect loss or damage that could arise as a result of a breach of this obligation.

9.4. PERSONAL DATA STORAGE TIME LIMIT. Personal data provided by the Participant will be kept as long as the Participant remains registered in the Promotional System, without prejudice to the rights regulated under this Condition and Condition

9.8. They may also be retained where they are necessary for the performance of a legal obligation or to prepare, exercise and defend claims.

If a Participant revokes their consent or exercises their rights of cancellation or removal, their data shall be kept blocked at the ruling of the Court within the time limits legally established to meet the possible liabilities arising from personal data processing.

9.5. LEGITIMACY FOR PERSONAL DATA PROCESSING Legitimacy for data processing is based on:

- a) The Participant has provided personal data to participate in the Promotional System and therefore data processing is required to maintain said relationship.
- b) The legal obligations applicable to CEPSA COMERCIAL PETROLEO, which require personal data processing in accordance with the services provided, such as those related to tax issues.
- c) The legitimate interest of CEPSA COMERCIAL PETROLEO as regards the strictly necessary processing of data for the prevention of fraud during participation in the Promotional System, or to send commercial communications directly related to the Promotional System necessary to inform the Participant of the benefits and/or advantages derived from the Promotional System itself.
- d) The Participant's consent for all other scenarios, including the sending of commercial communications for third-party products, services, benefits and/or advantages, always through Cepsa, for advertising or promotional purposes, for the installation of tracking systems that report on browsing habits in accordance with the Cookies Policy, or for the use of information relating to the Participant's geographical location. Under no circumstances will the withdrawal of this consent affect membership of the Promotional System and/or the execution of contracts with the companies of the Cepsa Group.

9.6. ORIGIN OF PERSONAL DATA. The personal data that will be processed by CEPSA COMERCIAL PETROLEO for the purpose of participating in the Promotional System have been mainly provided directly by the Participants themselves, such as name, surname, address, contact data. Participants are responsible for its truthfulness and for updating the same.

CEPSA COMERCIAL PETROLEO will be able to obtain information collected through the Promotional System website, as well as interests and consumption through their participation in the Promotional System, such as statistical data or navigation.

Also, if Participants have accessed the Promotional System website through a social network site, CEPSA COMERCIAL PETROLEO will be able to obtain any public information available on the internet such as their user ID, name, sex, date of birth, clicks on "likes", "tweets", number of followers, number of users followed and profile information such as his biography and location information (if declared by the user). Regarding Facebook, Participants may select from amongst the permissions requested, those that they do not wish to provide.

CEPSA COMERCIAL PETROLEO will use an authentication system with a "*token*" (encoded security key provided by the social network) for identification or registration of the user and facilitate the Participant access to the private area.

In no case will data relating to third parties be collected from the User. The Participant data collected from social networks will be that input by you on the social network and the behavioral and segmentation analyses carried out on the basis of comments or "tweets" will be completely automated without human intervention. Participants are informed of the possibility of the information that they want to share with CEPSA COMERCIAL PETROLEO being edited, allowing them to choose a wider or more restricted access to their information, as well as the possibility to withdraw their consent at any time.

In addition, data may be collected from Participant's devices or terminals, provided that they have given their consent with the aim of adapting the service provided, notifications, adverts or advertising activities. At any time Participants can deactivate access to said data, as well as withdraw consent about their geographical location, by configuring the terminal settings.

9.7. PERSONAL DATA TRANSFER AND RECIPIENTS. All personal data transfers that may be performed by CEPSA COMERCIAL PETROLEO are necessary for the fulfillment of the stated purposes or are performed to fulfill a legal obligation, and relate to the following companies and public bodies:

- a) The Grupo Cepsa group of companies, available at <u>www.cepsa.com</u>.
- b) Government agencies and the judiciary.
- c) CEPSA COMERCIAL PETROLEO companies and partner entities, for the organization, management, and/or promotion of competitions, events, promotions or draws, for which the Participant may have decided to register and/or become involved, as well as those providers who manage the Promotional System itself.
- d) If appropriate, companies which have or will have a partnership agreement with CEPSA COMERCIAL PETROLEO, for the proper management of the promotional and benefits system.
- e) CEPSA COMERCIAL PETROLEO suppliers: CEPSA COMERCIAL PETROLEO has contracted its computing infrastructure and management of Participants, including "cloud computing" (Amazon Web Services, Inc.; Salesforce.com Inc. under the EU-US Privacy Shield agreement. Information available at: <u>https://www.privacyshield.gov/participant?id=a2zt0000000TOWQAA4</u> The European Union has authorized the Salesforce.com Inc. Binding Corporate Rules (BCR) which allows international data transfers to be made within the business group. Notwithstanding the above, Participants give their express and unequivocal consent for the international transmission of personal data to companies domiciled in countries that do not have adequate data protection regulations.
- f) CEPSA COMERCIAL PETROLEO has contracted Google, Weborama Ibérica, S.L. or Salesforce.com Inc. as suppliers, with the aim of measuring web traffic, and the behavior of Participants. Information available to Participants about the CEPSA COMERCIAL PETROLEO cookies policy is found on the company's website and those of its suppliers:
 - Weborama Ibérica, S.L. <u>www.weborama.com/e-privacy/our-commitment/</u>
 - Google Analytics www.support.google.com/analytics/answer/181881?hl=es
 - Salesforce.com, Inc.-www.salesforce.com/company/privacy/full privacy.jsp#nav info

9.8. RIGHTS OF PARTICIPANTS. We remind you that as a Participant you can exercise in respect of CEPSA COMERCIAL PETROLEO, if applicable, your rights of access, rectification or deletion, data processing limitation, opposition, portability, and opposition to automated individual decisions.

Participants may withdraw their consent if they granted it for any specific purpose, and may modify their preferences at all times.

Participants may exercise their rights at the following e-mail address: <u>derechos.arco@cepsa.com</u>, or at the registered office of CEPSA COMERCIAL PETROLEO, S.A.U. located at Paseo de la Castellana, no. 259-A - Torre Cepsa, (28046) Madrid, Spain. Participants are informed that they can direct any claim regarding personal data protection to the Spanish Data Protection Agency <u>www.agpd.es</u>, Spain's Monitoring Authority.

TENTH.- APPLICABLE LAW AND JURISDICTION.

These legal bases and their possible interpretation shall be subject to the Spanish law and the appropriate Spanish courts which have jurisdiction.