

## **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 CEPESA NETWORK.**

1.1.1. CEPSA NETWORK. CEPESA 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. Participating establishments may cease to participate in this Promotion without the need to communicate this to the Holder and without incurring any liability with regard to the Holder.

1.1.2. DISCOUNT POINTS. When purchasing and/or contracting products and services in the CEPESA 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. LIMITS AND EXCLUSIONS. The maximum amount on which the discount will be applied will be €75.00 per transaction, up to €150.00 per day. 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 CEPESA NETWORK terminal. Furthermore, 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, or any items stipulated at that time, purchased at CEPESA NETWORK establishments, except if there is a promotional event involving such items.

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

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

1.2.2. DISCOUNT POINTS. When purchasing and/or contracting products and services in the CEPESA 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 will be €4,200.00 per year for all purchases made both in the CEPESA NETWORK and in OTHER ESTABLISHMENTS (sum of purchases by the main Holder and additional Holders, if any). For this purpose, this shall be calculated by calendar year.

**3. DISCOUNT POINTS BALANCE.** Discount points obtained under this Promotion will be issued monthly. The Holder can obtain information on his/her discount points balance via the purchase receipt when purchasing products and/or services in the CEPESA 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 CEPESA COMERCIAL PETRÓLEO. If the Holder does not agree with the accumulated balance, he/she may notify CEPESA COMERCIAL PETRÓLEO of this by submitting the purchase receipts. CEPESA COMERCIAL PETRÓLEO may, in all cases, correct any errors that have occurred. Monetary discounts may be provided

in the form of discount points solely for the purposes of 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.** The Holder may use discount points as provided for in the legal bases of the Promotional System. CEPSA COMERCIAL PETRÓLEO will deduct 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**

### **ONE.- COMPANY INFORMATION AND INTRODUCTION.**

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 PETRÓLEO is owned by COMPAÑÍA ESPAÑOLA DE PETRÓLEOS, S.A.U., a company with registered office at 259 A Paseo de la Castellana - Torre Cepsa, 28046 Madrid, Spain, and N.I.F. (tax ID) No. A-28003119, and the parent company of Cepsa Group. The company is registered in the Commercial Registry of Madrid in Volume 588, Folio 35, Page M-12.689.

### **TWO.- SUBJECT.**

2.1. These legal bases regulate the relationship between CEPSA COMERCIAL PETRÓLEO and any Cepsa Group customer interested in obtaining the benefits and advantages of the "Porque TU Vuelves" 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.

### **THREE.- 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 PETRÓLEO will also communicate the conditions under which, and the period of time during which, Participants may continue making use of the benefits and advantages of the Promotional System after its termination.

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, he/she may no longer make use 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 do so, the Participant must make a written request to CEPSA COMERCIAL PETRÓLEO at the registered office indicated in these legal bases, attaching a photocopy of his/her Spanish national identity card or equivalent identification document or sending an email to [derechos.arco@cepsa.com](mailto:derechos.arco@cepsa.com) with the same information. From the moment that the Participant requests to be excluded from the Promotional System, the Participant may no longer make use of 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, and interested in making use of the benefits and advantages that the Promotional System offers, may participate in the Promotional System by becoming a Participant thereof (hereinafter "Participant").

Mere participation in the Promotional System requires agreement with these legal bases as a whole. As such, any statement to the effect of not accepting them will lead to the exclusion of the Participant and, consequently, the release of CEPSA COMERCIAL PETRÓLEO from its obligations with regard to the Participant under this Promotional System.

Participation in the Promotional System is free of charge and does not in itself involve increases in the price of the promoted products and/or services, and no additional payment is required to participate.

**4.2. PARTICIPANT IDENTIFICATION.** CEPSA COMERCIAL PETRÓLEO will assign each Participant in the Promotional System a customer identification (ID) number that is unique within the Cepsa Group, if he/she does not already have one, which will allow them to make use of 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 PETRÓLEO will provide each Participant with a means of identification that will allow them to identify themselves as Participants when required to access the benefits and advantages of the Promotional System.

#### **FIVE.- BENEFITS AND ADVANTAGES OF THE PROMOTIONAL SYSTEM.**

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

5.1.1. WHEN PURCHASING AND/OR CONTRACTING CEPSA GROUP PRODUCTS AND SERVICES. The Participant may obtain discount points when purchasing and/or contracting products and/or services in the Cepsa Group. Participants must identify themselves as such whenever required in the manner and to the extent stipulated at that time.

CEPSA COMERCIAL PETRÓLEO may establish special conditions for certain Participants who have certain requirements or belong to a particular labor union, in accordance with the provisions of the legal bases of the promotional activity.

5.1.2. OBTAINING POINTS WHEN PURCHASING AND/OR CONTRACTING PRODUCTS AND/OR SERVICES FROM

THIRD PARTIES. The Participant may obtain discount points when purchasing and/or contracting products and/or services from third parties. Participants must identify themselves as such whenever required in the manner and to the extent stipulated at that 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. OBTAINING POINTS THROUGH CERTAIN ACTIONS AND/OR PARTICIPATION IN PROMOTIONAL ACTIVITIES. The Participant may obtain discount points for certain actions and/or for participating in Cepsa Group's promotional activities. Participants must identify themselves as such whenever required in the manner and to the extent stipulated at that time.

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

- a) *PURCHASE PRODUCTS AND/OR SERVICES IN CEPESA GROUP ESTABLISHMENTS.* The discount points may be used as payment for the entire amount of the products or services, or only part thereof with the remaining amount being paid by any other payment method accepted by the establishment.
- b) *PURCHASE PRODUCTS AND/OR SERVICES IN THE EXCLUSIVE ONLINE CATALOG/STORE.* The Participant may request to exchange discount points for products and/or services on the web catalog/store on the Promotional System website or by any other means made available by CEPESA COMERCIAL PETRÓLEO.

The conditions relating to the purchase of products and/or services from the web catalog/store on the Promotional System website will be those published on said website.

5.1.5. REDUCTION OF THE BALANCE. CEPESA COMERCIAL PETRÓLEO reserves the right to reduce the Participant's discount points balance as part of its management of the Promotional System. Such reductions will be applied to 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 CEPESA COMERCIAL PETRÓLEO does not have the necessary personal and contact information for his/her participation, CEPESA 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, CEPESA COMERCIAL PETRÓLEO will deduct discount points as follows:

- c) *Failure to exchange discount points:* Discount points obtained in a given year that have not been exchanged by December 31 of the third (3rd) year thereafter will be reduced by 50% as part of the management of the Promotional System. If the remaining discount points have still not been exchanged one (1) month later, the remaining 50%, or the entire remaining balance, if less, will be deducted.
- d) *Participant inactivity:* Participants are considered inactive if they have not performed any activity relating to the Promotional System for a continuous period of six (6) months since the month of the last transaction. 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. INCOMPATIBILITIES. It will not be possible to obtain discount points alongside other promotional advantages, gifts and/or prizes offered by Cepsa Group companies when purchasing and/or contracting their products and/or services, unless otherwise stated.

**5.2. OBTAINING GIFTS.** Participants may obtain gifts for certain actions and/or for participating in promotional events forming part of the Promotional System, provided that they comply with the specified conditions and/or requirements as stipulated at that time. Participants must identify themselves as such whenever required.

**5.3. PARTICIPATION IN PROMOTIONS AND DRAWS.** Participants may participate in promotions and draws promoted by CEPESA COMERCIAL PETRÓLEO and other companies of the Cepsa Group that are exclusively for Participants, provided that they comply with the specified conditions and/or requirements as stipulated at that time. Participants must identify themselves as such whenever required.

**5.4. ACCESS TO THE PROMOTIONAL SYSTEM WEBSITE AND PARTICIPATION IN ITS PROMOTIONAL ACTIVITIES.** Participants may access the Promotional System website and participate in its promotional activities by entering their username and password and/or by the means available at

that time.

Participants may, through active participation on the website or through certain actions and/or participation in the activities of the website, obtain gifts, prizes, discounts, benefits and/or exclusive and/or special advantages, provided that they comply with the conditions and/or requirements stipulated at that time.

**5.5. DISCOUNTS ON THIRD-PARTY PRODUCTS AND/OR SERVICES.** Participants may obtain discounts when purchasing and/or contracting products and/or services from third parties outside the Cepsa Group, under agreements signed by CEPSA COMERCIAL PETRÓLEO with said third parties, provided that they comply with the conditions and/or requirements stipulated at that time. Participants must 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 take advantage of any other promotional offers that CEPSA COMERCIAL PETRÓLEO offers them for their participation in the Promotional System, provided that they comply with the conditions and/or requirements stipulated at that time. Participants must identify themselves as such whenever required.

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

- a) Any gift, prize, discount, benefit and/or advantage obtained is subject to the provisions of these legal bases or the legal bases of the specific promotional activity, if applicable, may not be substituted with cash and may not, under any circumstances, be exchanged, altered or compensated at the request of the Participant.
- b) If the Participant rejects the gift, prize, discount, benefit and/or advantage, no alternative compensation will be offered. Participants will not be entitled to any exchange, alteration or compensation if they do not use the gift, prize, discount, benefit and/or advantage obtained. Gifts, prizes, discount, benefits and/or advantages will be individual 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 of the product and/or service will apply. The third party will be solely responsible for the quality of the product and/or service provided.
- d) In the event of fraud or any other activity that does not comply with these legal bases, the legal bases of a specific promotional activity, if applicable, or with the principles of good faith, CEPSA COMERCIAL PETRÓLEO reserves the right to refuse to issue the gift, prize, discount, benefit and/or advantage to the Participant.
- e) CEPSA COMERCIAL PETRÓLEO accepts no liability for any possible loss, damage, theft, delay or other circumstance attributable to third parties that could impinge on the use of the gift, prize, benefit and/or advantage obtained.
- f) Acceptance of the gift, prize, discount, benefit and/or advantage by the Participant is voluntary; the Participant therefore waives the right to make a claim against CEPSA COMERCIAL PETRÓLEO in this regard.
- g) Participation in promotional activities relating to the Promotional System authorizes CEPSA COMERCIAL PETRÓLEO to use the name and image of the Participant in advertising or press communications concerning the promotional activities forming part of the Promotional System.

**SIX.- LIABILITY.**

**6.1. LIABILITY FOR DAMAGES.** CEPSA COMERCIAL PETRÓLEO may not be held liable for any damages of any kind resulting from the participation of the Participant in the Promotional System, unless such damages are the result of gross negligence or willful misconduct by CEPSA COMERCIAL PETRÓLEO.

In such circumstances, liability will 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 participation in the Promotional System, if any, shall be assumed by whoever is responsible for them in accordance with the applicable legislation.

Prizes and/or gifts from promotions relating to the Promotional System will be subject to the tax legislation in force at the time, with recipients of prizes and/or gifts being required to meet their tax and accounting obligations.

### **SEVEN.- AMENDMENT OF THE PRESENT LEGAL BASES.**

CEPSA COMERCIAL PETRÓLEO reserves the right to amend any of these legal bases, as well as the conditions of use and the technical and legal configuration of the Promotional System website. In the event of a legal amendment to the legal bases, CEPSA COMERCIAL PETRÓLEO shall inform Participants with sufficient advance notice via the Promotional System website and/or by any means available to CEPSA COMERCIAL PETRÓLEO for contacting Participants.

### **EIGHT.- INTEGRITY OF THE LEGAL BASES.**

These legal bases constitute the sole and express will of CEPSA COMERCIAL PETRÓLEO and the Participant in relation to the subject thereof, and voids and replaces any prior agreement or contract, whether oral or written, between the parties.

### **NINE.- PRIVACY POLICY.**

In accordance with the provisions of the applicable personal data protection regulations, the Participant is hereby informed of the following:

**9.1. PERSON RESPONSIBLE FOR PERSONAL DATA PROCESSING.** CEPSA COMERCIAL PETRÓLEO, S.A.U., with N.I.F. (tax ID) No. A-80298896 and registered office at 259 A Paseo de la Castellana, 28046 Madrid (Spain), Data Protection Officer: [dpo@cepsa.com](mailto:dpo@cepsa.com).

**9.2. PURPOSE OF PERSONAL DATA PROCESSING.** The personal data provided by the Participant to participate in the Promotional System (including name, last name, ID no., postal address and email), as well as any data provided in the future as a result of the development of the Promotional System, will be included in a data processing register owned by CEPSA COMERCIAL PETRÓLEO in order to:

- a) Provide, manage, monitor 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 direct contact, by conventional and/or electronic means (email, SMS, purchase receipt, etc.), with the Participant for advertising, promotional and/or statistical purposes (including profile segmentation in order to match marketing offers and activities to individual Participants) in relation to the Promotional System, to the activities of CEPSA COMERCIAL PETRÓLEO, or to the value-added services from which Participants in the Promotional System may benefit. 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, and technology.
- d) Perform profile creation and segmentation, through analysis of the use of the services provided, in order to customize the offers and marketing activities to each Participant and offer 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 improve the quality of the service. Additionally, emails may have delivery and read receipts.
- f) Address any potential incidents and conduct customer satisfaction surveys with regard to the Promotional System. Participants may be contacted if fraud or identity theft is suspected.
- g) Manage Participants' data as users of the Promotional System website.
- h) Manage purchases that may be made through the online purchasing service.
- i) Validate, in cases where a Participant has accessed the Promotional System website via social networks, his/her personal information, contact the Participant in the event that fraud or identity theft on said networks is detected or suspected, contact Participants and send communications

and/or commercial offers personalized by means of profile creation and segmentation, conduct behavioral advertising studies and obtain statistical samples to aid CEPSA COMERCIAL PETRÓLEO to improve the customization of product and service offers.

**9.3. THIRD-PARTY PERSONAL DATA.** If the personal data provided belongs to a third party, Participants confirm that they have informed said third party of the Privacy Policy and obtained authorization to provide said data to CEPSA COMERCIAL PETRÓLEO for the aforementioned purposes. The Participant also confirms that the data provided is accurate and up-to-date, and assumes liability for any loss or damages, whether direct or indirect, that may be incurred as a result of non-compliance with 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.

9.8. Additionally, the data may be kept when necessary for the fulfillment of a legal obligation or for the formulation, exercise and defense of legal claims.

If the Participant revokes his/her consent or exercises the rights of cancellation or erasure, his/her data will be kept securely and be placed at the disposal of the judiciary for the legally established period of time in order to address the possible liability arising from the processing of personal data.

**9.5. LEGITIMIZATION FOR DATA PROCESSING.** The legitimization of data processing is based on:

- a) The Participant having provided personal data to participate in the Promotional System and data processing therefore being required to maintain that relationship.
- b) The legal obligations applicable to CEPSA COMERCIAL PETRÓLEO, which require personal data to be processed in relation to the services provided, such as those relating to tax.
- c) The legitimate interest of CEPSA COMERCIAL PETRÓLEO as regards the strictly necessary processing of data for the prevention of fraud during participation in the Promotional System, or for sending commercial communications directly related to the Promotional System as necessary to inform the Participant of the benefits and/or advantages deriving 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 vast majority of the personal data that will be processed by CEPSA COMERCIAL PETRÓLEO for participation in the Promotional System is provided directly by the Participants themselves, such as their name, last name, address and contact information. Participants are responsible for the accuracy of the data and for updating it.

CEPSA COMERCIAL PETRÓLEO will be able to obtain information collected through the Promotional System website, as well as information relating to Participants' interests and consumption, through participation in the Promotional System, such as statistical or browsing data.

Furthermore, if Participants have accessed the Promotional System website through a social network login, CEPSA COMERCIAL PETRÓLEO will be able to obtain any public information available on the Internet, such as their user ID, name, gender, date of birth, "likes," tweets, number of followers, number of users followed and profile information such as biography and location information (if stated by the user). In the case of Facebook, Participants may choose not to grant certain permissions that are requested.

CEPSA COMERCIAL PETRÓLEO will use an authentication system with a token (encoded security key provided by the social network) to identify or register the user and provide the Participant with 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 entered by you on the given social network, and the behavioral and

segmentation analyses carried out on the basis of comments or tweets will be completely automated with no human involvement. Participants are hereby informed that they may alter the information that they wish to share with CEPSA COMERCIAL PETRÓLEO, widen or further restrict access to their information, and withdraw their consent at any time.

In addition, data pertaining to geographic location may be collected from the Participant's device or terminal, provided that he/she has given his/her consent for this, in order to tailor the service provided and any notifications, advertisements or advertising activities. Participants may, at any time, deactivate access to said data and withdraw consent with regard to their geographical location data by altering the settings on the terminal.

**9.7. PERSONAL DATA TRANSFER AND RECIPIENTS.** All personal data transfers performed by CEPSA COMERCIAL PETRÓLEO are necessary for the fulfillment of the purposes indicated herein or for the fulfillment of a legal obligation relating to the following companies and public bodies:

- a) Cepsa Group companies, which can be viewed at [www.cepsa.com](http://www.cepsa.com).
- b) Government agencies and the judiciary.
- c) CEPSA COMERCIAL PETRÓLEO companies and partner entities, for the purpose of organizing, managing, and/or promoting competitions, events, promotions or draws for which the Participant may have decided to register and/or become involved, and the providers managing the Promotional System itself.
- d) If appropriate, companies that have or will have a partnership agreement with CEPSA COMERCIAL PETRÓLEO, for the proper management of the promotional and benefits system.
- e) CEPSA COMERCIAL PETRÓLEO suppliers: CEPSA COMERCIAL PETRÓLEO has contracted its computing infrastructure and the management of Participants, which may include the cloud computing model (Amazon Web Services, Inc.; Salesforce.com Inc.) under the EU-US Privacy Shield agreement. Information available at: <https://www.privacyshield.gov/participant?id=a2zt0000000TOWQAA4>  
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 PETRÓLEO has contracted Google, Weborama Ibérica, S.L. or Salesforce.com Inc. as suppliers, with the aim of monitoring web traffic and the behavior of Participants. Information available to Participants about the CEPSA COMERCIAL PETRÓLEO cookies policy can be found on the company's website and those of its suppliers:
  - Weborama Ibérica, S.L. — [www.weborama.com/e-privacy/our-commitment/](http://www.weborama.com/e-privacy/our-commitment/)
  - Google Analytics — [www.support.google.com/analytics/answer/181881?hl=es](http://www.support.google.com/analytics/answer/181881?hl=es)
  - Salesforce.com, Inc. — [www.salesforce.com/company/privacy/full\\_privacy.jsp#nav\\_info](http://www.salesforce.com/company/privacy/full_privacy.jsp#nav_info)

**9.8. RIGHTS OF PARTICIPANTS.** You are hereby reminded that, as a Participant, you can exercise, in respect of CEPSA COMERCIAL PETRÓLEO, if applicable, your right to access, rectify or erase data, to restrict data processing, to object, to data portability, and to object to automated individual decision-making. Participants may withdraw their consent if it was granted for a specific purpose, and may amend their preferences at any time.

Participants may exercise their rights via the email address [derechos.arco@cepsa.com](mailto:derechos.arco@cepsa.com), or at the registered office of CEPSA COMERCIAL PETRÓLEO, S.A.U. at 259 A Paseo de la Castellana - Torre CEPSA, 28046 Madrid, Spain. Participants are hereby informed that they can direct any claim regarding personal data protection to the Spanish Data Protection Agency ( [www.agpd.es](http://www.agpd.es)), Spain's monitoring authority.

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

These legal bases and the possible interpretation thereof shall be subject to Spanish law and the competent Spanish courts.