

TERMS AND CONDITIONS FOR ENDESA'S "PARA TI" PROGRAMME

1. What is Endesa's "PARA TI" Programme?

It is a customer loyalty programme (hereinafter "*Programme*") organised by Endesa Energía, S.A.U., with Tax ID No. A-81948077 and with registered offices at Calle Ribera del Loire nº 60, Post Code 28042 of Madrid, (hereinafter "*Organiser*" or "*Endesa Energía*").

The reason Endesa Energía is organising this Programme is to promote loyalty amongst its domestic and small business customers by offering them access to a series of advantages and benefits.

We would like to make it clear that the Programme is NOT a product or tariff in itself, but it is a complementary functionality for those who are (or have been) an Endesa Energía customer and it can be activated or deactivated at will.

The Programme will be governed at all times by these Terms and Conditions, which will be published and continuously updated in the [Endesa "JUST FOR YOU" Programme](#).

2. Who is eligible to participate in the Programme?

You can participate (hereinafter, "*Participant*") whenever you wish providing at the time of registration you are the holder of at least one energy supply contract in force with Endesa Energía that complies with the following characteristics:

- If it is for electricity supply:
 - With a contracted power of less than 30 kW.
 - Providing it is not a special tariff for groups, such as the Employee Tariff for employees of Endesa Energía or any other company of the group to which it belongs, or any other group with prices negotiated for this purpose.
- If it is for gas supply: With an access tariff other than RL.4

The loyalty programme is only valid for those customers who contract their supplies through residential or small business customer contracting circuits.

To be absolutely clear: Persons authorised in an energy supply contract may not be Participants of the Programme, only the contract holders.

You should be previously registered in the Endesa Energía Client Area to register for the PARA TI programme.

The following are also expressly excluded from being eligible to be Participants in the Programme:

- Administrators, Chairmen, Vice Chairmen and Secretaries of Residents' Associations, all with regard to the energy supply contracts for their Residents' Associations.
- Public companies and public law entities.
- Private non-profit commercial companies.
- Non-profit associations.
- Anybody who alters, damages or, in any way jeopardises the proper functioning and normal and regulatory development of the Programme.
- Anybody who, intentionally or unintentionally, damages or harms the image of Endesa Energía, or any of the companies in the business group to which it belongs, that of its customers, as well as that of the other Participants.

In order to remain an active participant in the Programme and be eligible for the benefits described in these Terms and Conditions, you should comply with the requirements described herein at all times, in addition to being up to date with your payment obligations with Endesa Energía and with any of the other group companies. In the event of non-compliance, we may modify the status of your Programme Account to "Inactive", which may be reversed and your Account reactivated once all Terms and Conditions are complied with again.

3. How can you become a Participant in the Programme?

To participate in the programme, you need to register by accessing the following section: "PARA TI" through Endesa Energía's mobile application, called Endesa Clients, and available to be downloaded in the main Stores: Google's Play Store for Android phones, and Apple Store for Apple phones.

At the time of registration, you should have at least one energy supply contract in force with Endesa Energía that meets the characteristics indicated in section 2.

You should also remember that by registering and becoming a Participant you expressly accept these Terms and Conditions.

4. Is it free of charge?

Yes, it is absolutely free of charge. Both registration in the programme, and participation in it will never entail any economic cost.

5. What happens when you register for the Programme?

As soon as you register for the Programme, an account is created for you within the Programme (hereinafter "*Account*") and this is where redeemable units (hereinafter, "*Points*") will be recorded in accordance with accumulations and expenses.

Please bear in mind that the Account is personal and the holder should coincide with the holder of the supply contract that enabled him/her to become a Participant at the time of registration, as explained above. This means that the fact of being the holder may not be shared and no other person other than you can make use of it, so you are the only one who can decide what happens to the Points earned. This is the best way for you to have complete control of the advantages and benefits of the Programme.

You also need to know that another advantage of this is that, once registered, all the energy supply contracts that you hold (that comply with the characteristics detailed in section [2]) will be automatically linked to your Account, so it is possible for you to have a number of supply contracts through which you can earn Points for the same Account. If you are already a Participant of the Programme and you sign an additional energy supply contract with Endesa Energía (which complies with the characteristics detailed in section 2), this contract will automatically be added and linked to your Account so you will also be able to earn Points with that contract.

The Account will remain open until it is terminated as a result one of the reasons established in section 10 of these Terms and Conditions.

6. What can the Points be used for?

Points can be exchanged for Rewards and here are some examples:

- ✓ Obtaining vouchers for an amount of € that you can use to pay, partially or totally, invoices for supply contracts that you have linked to your Account.
- ✓ You may also use them to obtain other benefits, which may be published in the PARA TI programme and communicated to the Participants, at any time.

Points may never be exchanged for cash. Neither are they recoverable, refundable or exchangeable in any way. Therefore, when you choose a reward, always make sure it is the one you actually want.

At the same time, the Programme will have agreements with collaborating companies, so you will also be able to redeem points through discount codes that will be redeemable on their

products. It should be remembered that these codes are unique and personal to the account holder.

7. How are Points earned?

Points can only be earned through the following actions (hereinafter "*Actions*") associated with contracts that meet the requirements of section 2. We need to distinguish between:

- One-off Actions: Those for which you only earn Points once.
- Recurring Actions: Those for which you earn Points regularly just by maintaining a certain situation.

The Actions for which you can earn Points for your Account are as follows:

- ✓ Welcome Bonus - One-off Action: You earn a certain number of Points just for registering for the Programme and meeting the requirements in section 2. This amount may vary depending on the promotional actions in force in specific periods of time. If you cancel your subscription to the programme (as detailed in section 10) and subsequently re-register, we should explain the following:
 - These Welcome Bonus Points would not be assigned to you again.
 - Once an Account has been closed, all accumulated Points are lost and they cannot be recovered by returning to participate in the Programme later.
- ✓ Active Account + Active Contracts - Recurring Action: You will earn 50 Points per month for keeping your Account active and 50 Points per month for each of the energy supply contracts that you have active with Endesa Energía linked to your Account and that meet the conditions described in section 2.
- ✓ Digital invoicing - Recurring Action: If you keep digital invoicing active, you will earn 25 Points per month for each contract with digital invoicing activated and that meets the conditions described in section 2.
- ✓ New contract - One-off Action: For each energy supply contract that you contract with Endesa Energía from another retailer, and that meets the requirements of section 2, you will earn 1,500 Points. Please note that if you earn these Points once for a New Contract, you will not be able to earn the same 1,500 Points for contracting again at the same Supply Point. The change of holder of a supply point that is already active in Endesa Energía is excluded from this promotion.

If you think you have accumulated Points but do not see them in your Account, please let us know and we will resolve the issue as soon as possible. Please use the following e-mail: atencionalcliente@endesaonline.com. However this should be done within a maximum of 6 months from the time the Action in question was taken or produced. And in this case, Endesa Energía may ask you to provide proof that the Action for which you claim points actually took place.

Points may not be sold or transferred in any way, with the sole exception in the case of subrogation due to death, provided that it is proven that the new holder is the heir or spouse of the deceased and expressly requests and within a period of no more than one month, the recovery of the points previously obtained in the programme by the former holder.

8. How are Points subtracted from the Account?

1. Points will be deducted from your Account for transactions involving the redemption of points for Rewards.
2. Points will also be deducted, because they expire: Points that are not redeemed within 3 years will disappear from your Account. There is no need to worry because whenever you exchange Points for Rewards, the Points exchanged will be the oldest.
3. All Points will disappear from your Account if your Account is closed for any of the reasons detailed in section 10.

9. Does participation in the Programme involve any obligations?

Yes, the normal obligations that can be expected when participating in a loyalty programme. You make a commitment to the following:

- To accept and comply with these Terms and Conditions (although it may seem obvious, we say it so as to make it absolutely clear).
- Not to misuse the Programme or any Rewards you may earn. This means, for example, that you cannot transfer your Points to other people or other Accounts, nor can you get Points from other people or other Accounts.
- Not to obtain Points or Rewards fraudulently.
- To be responsible for the access data to your Account, especially the password;
- To comply with any applicable legislation.

10. How can an Account be closed?

1. If you decide to close your account voluntarily you will need to notify us at the following address: atencionalcliente@endesaonline.com.
2. For non-compliance with these Terms and Conditions. In this case, Endesa Energía may choose between the following:

- a) Temporarily suspending the Account when the non-compliance occurs and for as long as the non-compliance is maintained. The account status changes from "active" to "inactive". Once an Account has been suspended for more than 36 months, it may be automatically closed unless Endesa Energía decides to maintain the suspension for a further period. Points cannot be accumulated or exchanged if an Account has been suspended.
- b) Endesa Energía may also close the Account completely and definitively in the event of non-compliance with obligations or fraud.

11. What happens if you stop being a customer of Endesa Energía?

If you look in section 10, you will see that your Account will not be automatically closed if you cease to be a customer of Endesa Energía so you will be able to recover it when you return to us, if you so decide.

In other words, if you cease to be an Endesa Energía customer, we will keep your Programme Account in an "inactive" state (as long as you do not ask us to close it). This means that you will keep the Points you had accumulated at the time you decided to leave, as long as they do not expire (see section 8).

However, from the moment you stop being a customer of Endesa Energía the following occurs: (i) no new Points will be accumulated in your Account, regardless of there being any Action that would generate them if you were still a customer of Endesa Energía; (ii) you will not be able to exchange the Points you had for new Rewards; and (iii) you will only be able to view the Points that you still have (please remember that they expire, section 8).

If you return to Endesa Energía and contract an energy supply that meets the necessary requirements, your Account will be reactivated, you will be able to make use of the Points that had been maintained and you will start accumulating Points again for any Actions that occur.

12. How do we communicate?

In the Customer Area on the Endesa Clients APP you will always be able to find all the necessary updated information with regard to the Programme and, more specifically, your Account.

And if you so wish, you can contact Endesa Energía through the usual means of contact. We will be happy to provide you with information about the Programme or to answer any queries you may have about its operation. If you have any doubts when undertaking specific

procedures with regard to your Account (viewing Accumulated points or their expiry date, exchanging them, etc.), there is a specific e-mail address at your disposal: atencionalcliente@endesaonline.com.

If we need to communicate with you, it will be through the means you have authorised in the energy supply contracts linked to your Account. We will make use of these means to send you communications when we need to send you information relating to the Programme, your Account or your Points. These communications will include the following:

- When you earn Points.
- When you exchange Points.
- When Points are about to expire.
- When we modify these Terms and Conditions.

13. What are the tax implications?

The Programme itself has no fiscal implications. However, any Promotional Action, such as a draw in which prizes are obtained, may have tax implications, which will be specified in the corresponding Legal Terms and Conditions.

14. Can changes be made to these Terms and Conditions or the Endesa PARA TI Programme?

Yes. As the organiser of the Programme Endesa Energía is the sole owner of the Programme. Only Endesa Energía may extend, modify, cancel or suspend the Programme or these Terms and Conditions at any time, without this implying any liability on the part of Endesa Energía and without this giving rise to any right to compensation for the Participants.

And for this reason, only Endesa Energía is entitled to decide on any matter that may arise with regard to the Programme and that is not contemplated in these Terms and Conditions.

15. What happens if there is a conflict?

We hope this will not happen since our only aim is for you to benefit as a customer of Endesa Energía. But it could happen and it needs to be taken into account, so: If there is a conflict, both Endesa Energía and the Participants, expressly waive any other legal code that may apply to them and submit any dispute that may arise with regard to the Terms and Conditions or the Programme to the courts and tribunals of Madrid for resolution, without prejudice to the jurisdiction that may apply to them by law.

16. What is the policy with regard to personal data protection?

To view the personal data protection policy, go to the following link:

<https://www.endesa.com/content/dam/endesa-com/endesaclientes/parati/documentos/es/politica-proteccion-datos-programa-loyalty.pdf>