

LEGAL TERMS AND CONDITIONS FOR THE PROMOTION

"We reward your efficiency"

Updated on 19/12/2023

1. **Organiser**

Endesa Energía, S.A.U., with tax identification number A-81948077 and registered office at calle Ribera del Loira nº 60, C.P. 28042, Madrid, (hereinafter "*Endesa Energía*"), is organising this Promotion called "*We reward your efficiency*" (hereinafter the "*Promotion*"), which will be governed by these legal terms and conditions (hereinafter "*Legal Terms and Conditions*"), which will be available and updated on www.endesa.com/es/promociones-ganadores.

2. **Purpose**

The purpose of the Promotion is to reward the energy savings of the 180.000 first customers of Endesa Energía with a valid electricity contract who validly register for the Promotion.

3. **Period of Validity**

The period for participation in the Promotion (hereinafter the "*Validity Period*") will begin on 28 April 2023 at 00:01 (Spanish mainland time) and will end on 31 March 2024 at 23:59 (Spanish mainland time). This Validity Period may be modified by Endesa Energía, extending or bringing forward the end of the Promotion.

4. **Territorial scope**

This Promotion will be valid for supply points located in Spanish territory.

5. **Participants, requirements and exclusions**

Only those who, at all times for the duration of the Term and their participation, are natural persons over 18 years of age and who are holders of an electricity supply contract in force with Endesa Energía at their residence (supply point identified as a home) may participate.

Only the first 180,000 customers who validly register for the Promotion will be eligible to participate.

Participants at all times undertake to:

- Accept and comply with these Terms and Conditions.
- Not to misuse or fraudulently use the Promotion.
- Comply with applicable law.

The following are not eligible to participate in the Promotion:

1. Legal entities (companies, public administrations, foundations, associations, corporations, etc.).
2. Employees of Endesa S.A. and companies in its business group, as well as those who benefit from the employee tariff.
3. Residents' Associations.
4. Administrators, Presidents, Vice Presidents and Secretaries of Residents' Associations, all of them in relation to the energy supply contracts of their Residents' Associations.
5. People with contracts whose contracted power is greater than 15 kW.
6. Persons whose supply contract has one of the tariffs expressly excluded from the Promotion:
 - a. Única tariff.
7. Anybody with an electricity supply using less than 100 kWh in any of the four calendar quarters prior to the calendar quarter in which they register.
8. Anybody whose Efficiency Price does not fall between €0.05/kWh and €0.5/kWh.
9. People for whom there is not enough consumption information to be able to make savings calculations.
10. Anybody who alters, damages or in any way, jeopardises the proper functioning and normal and regulatory development of the Promotion.
11. 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.
12. Those with energy contracts associated with a self-consumption installation (D1 tariffs).

6. Deposit and Accessibility

These Terms and Conditions and any updates thereto will be published and accessible to all Participants, and the general public, at the following web addresses:

- www.endesa.com/es/promociones-ganadores
- www.endesa.com/eficiencia

Or from the registration form in the Client Area of www.endesa.com

7. How the Promotion Works

7.1 Definitions

- Reference Period: Calendar quarter of the year preceding the Participant's registration. Therefore, there will always be 4 Reference Periods:
 - calendar quarter January, February and March.
 - calendar quarter April, May and June.
 - calendar quarter July, August and September.
 - calendar quarter October, November and December.
- Reference Consumption: Energy consumed by the Participant in each Reference Period, which shall be fixed for each Participant and shall be compared to the Participant's actual usage during each Challenge. In this way, 4 Reference Consumptions will be set for each Participant:
 - Reference Consumption for the Reference Period of January, February and March.
 - Reference Consumption for the Reference Period April, May and June.
 - Reference Consumption for the Reference Period July, August and September.
 - Reference Consumption for the Reference Period October, November and December.

These Reference Consumptions of each Participant will remain fixed to the year prior to the customer's participation in the first Challenge and for subsequent Challenges of the same Participant, even if the Promotion is extended in successive years. For example, if a customer registers in January 2023 and is set a Reference Consumption of 200 kWh for the 4th Challenge (October, November and December) of that 2023, if the Promotion is extended for more than one year, their Reference Consumption for the 4th Challenge of 2024 will also be 200 kWh.

- Challenge: Endesa Energía's proposal to Participants in the Promotion, consisting of encouraging them to consume less energy during a calendar quarter in the current year compared to the Reference Consumption. Therefore, 4 Challenges will be proposed throughout the year:
 - 1st Challenge: In the calendar quarter of January, February and March.
 - 2nd Challenge: For the calendar quarter April, May and June.
 - 3rd Challenge: For the calendar quarter July, August and September.
 - 4th Challenge: For the calendar quarter October, November and December.

- **Efficiency Price:** This is the price at which the kWh eligible for discount and saved will be valued and is taken as the average for the average prices in the bills available in the months prior to the start of the challenge in question. So each Challenge will have an Efficiency Price, where applicable, and depending on each Participant. The average price of each bill will be the result of dividing the amount of the energy consumed in that bill (without applying taxes or regulated components, but applying discounts if applicable) by the total kWh consumed in the period of said bill. If a Participant does not yet have bills with which to make the calculations because they have recently contracted with Endesa Energía (or if the last bill is more than 6 months old), the Efficiency Price of €0.15/kWh will be used for the first Challenge in which they participate; for subsequent Challenges, the above will be applied if they already have a bill.
- **Bonus:** The Discount to be applied will be the result of multiplying the number of kWh eligible for discount and saved by the corresponding Efficiency Price.

7.2 Registration Process

i. Registration Application

Those customers who wish to participate in the Promotion must request their registration through the form provided for this purpose, which can be found only in the Customer Area of www.endesa.com. In order to apply for registration in the Promotion, applicants must expressly accept these Terms and Conditions and the Data Protection Policy of the Promotion. In addition, applicants may choose to provide the following consents:

- *"I hereby consent to my data being used by Endesa Energía S.A., Endesa X Servicios S.L. and Endesa X Way, S.L. to profile my habits and interests based on detailed information on my energy consumption so they may present offers based on my personal preferences."*
- *"I hereby consent to my data being processed in order to receive offers of products and services from Endesa Energía S.A., Endesa X Servicios S.L. and Endesa X Way, S.L. with regard to energy supply products and services when I am no longer a customer."*
- *"I consent to the processing of data by Endesa Energía S.A., Endesa X Servicios S.L. and Endesa X Way, S.L. to receive advertising about products and services from third parties related to the home, insurance, automotive, financial services and leisure sectors."*

ii. Registration Validation

Once the request for registration has been received, Endesa Energía will analyse it in order to validate it, verifying the following:

- The applicant fulfils all conditions and requirements for participation. Otherwise, the requested registration will not be validated and the applicant will not be able to be a Participant in the Promotion.
- The necessary consumption information is available to be able to compare consumption, either through Endesa Energía's commercial systems or through the Supply Point Information System (SIPS).

Not having the necessary consumption information will mean that the registration and participation of the customer will be postponed until the Challenge in which the necessary consumption information is available. By way of example: On 01/07/2022, a customer registers the electricity supply for his/her newly built house and on 01/05/2023 he/she requests to register for the Promotion. Although their registration can be validated, the first Challenge in which this customer will be able to participate will be the 3rd of 2023 (July, August and September), given that for the current Challenge for which registration is open (the 2nd quarter: April, May and June), no energy usage information is available for the same quarter of the previous year, so there is no Baseline Energy Use as in April, May and June of 2022 supply did not exist.

Once an entry has been validated, it will allow the registered customer to participate in the ongoing Challenge (if applicable) and subsequent Challenges without the need to make a new registration for each subsequent Challenge during the term of the Promotion, as long as the requirements to participate are maintained.

If a customer's registration is validated before the last 15 days of the current Challenge, they will be able to participate in the Challenge. In the event that your registration is validated in the last 15 days of the current Challenge, the first Challenge in which you will be able to participate will be the following.

7.3 Monitoring

Communications will be sent to the Participants:

- When your registration is validated, to inform you of the first Challenge in which you will participate, either the current one or the next one. In the event that you are able to participate in the ongoing Challenge, you will be informed of the Reference Consumption, which only in this case will be calculated proportionally to the remainder of the current Challenge.

- At the start of each Challenge to inform them of the Reference Consumption.
- In the weeks following the end of the Challenge to inform them of the result achieved.

Also, customers will be able to monitor continuously, with weekly updates of the information, in the "InfoEnergía" section of the Client Area of www.endesa.com, for which they should be properly registered.

Endesa Energía, using the information it has at its disposal, will try to help customers to reduce their energy consumption and thus meet the Challenges, sending them suggestions to achieve savings in their energy consumption (or making suggestions available to them in "InfoEnergía").

7.4 Result of the Challenge and determination of the Bonus earned.

If the Participant has managed to meet a Challenge by saving energy consumption, the Discount will be determined by multiplying the kWh eligible for discount and saved by the corresponding Efficiency Price. The following maximum limits are established for the Bonus:

- The maximum number of kWh saved that will be discounted is 20% of the Reference Consumption. By way of example: The Reference Consumption of a Participant in the 2nd Challenge is 300 kWh, with 60 kWh being 20%. The Participant manages to use 120 kWh during the 2nd Challenge, thus saving 180 kWh. Since 180 kWh is more than the 20% limit (60 kWh in this example), only those 60 kWh will be discounted.
- A Discount for meeting a Challenge can never be more than €50.

If the actual energy use for a Challenge is not available 5 weeks after the end of that Challenge, the Participant's consumption during that Challenge will be estimated to be able to make the calculations, check whether savings have been made and, where applicable, determine the Participant's Discount. In this case, if the actual consumption data for the Challenge becomes available afterwards, the situation will not be regularised with regard to the Promotion or the Discount in any case.

7.5 Delivery of the Bonus

Once the Bonus earned has been determined, it will be delivered to the Participant via the next invoice of the supply contract as a discount that will be applied to the net total of said invoice (after taxes). The Discount will appear on the bill as "Balance in your favour".

A bill can never be negative. So, if the Discount achieved exceeds the total net amount for the next invoice, the remaining difference will be discounted in the same way on the next invoice received by the Participant.

A Bonus shall never be redeemable for money or transferable, assignable or exchangeable in any way.

8. Cancellation

Participants in the Promotion may unsubscribe at the express request addressed to Endesa Energía.

Endesa Energía will deregister Participants who do not comply with these Terms and Conditions or who no longer meet the requirements to be a Participant.

Withdrawal from the Promotion will result in the loss of the Discount achieved, if any, and the loss of progress in the current Challenge.

9. Acceptance of these Terms and Conditions, modification or cancellation of the Promotion.

By participating in the Promotion, the Participant accepts the Legal Terms and Conditions, their possible updates and Endesa Energía's exclusive right to postpone, shorten, extend, modify, cancel or suspend the Promotion, without this implying any liability for Endesa Energía, which will communicate this as soon as possible on the website www.endesa.com/es/promociones-ganadores or through the Client Area on www.endesa.com.

Endesa Energía is authorised to resolve any unforeseen contingency in these Legal Terms and Conditions, and to interpret them without prejudice to what is indicated with regard to disputes.

10. Applicable Law and Jurisdiction

These terms and conditions are governed by Spanish law and both the Participants and Endesa Energía expressly submit to the jurisdiction and competence of the Courts of the city of Madrid for the resolution of any dispute that may arise regarding the interpretation and/or application of these Terms and Conditions, notwithstanding any other jurisdiction to which they may be entitled by law.