

## LEGAL TERMS AND CONDITIONS FOR THE PROMOTION

### "We reward your efficiency"

#### 1. **Organiser**

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

#### 2. **Purpose**

The purpose of the Promotion is to remunerate the energy savings of the first 180,000 Endesa Energía customers who validly register for the Promotion with a valid electricity contract.

#### 3. **Validity Period**

The period for participation in the Promotion (the "Validity Period") will begin on 28 April 2023 at 00:01 (Spanish mainland time) and will end on 31 December 2023 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 during the Validity Period and for the duration of their participation, are natural persons over 18 years of age and who hold a current electricity supply contract 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.

The Participants undertake at all times to:

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

The following persons will not be eligible to take part 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. Anybody with contracts whose contracted power exceeds 15 kW.
6. Anybody whose supply contract has one of the tariffs expressly excluded from the Promotion:
  - a. Single 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 is not between €0.05/kWh and €0.5/kWh.
9. Anybody whose energy usage lacks sufficient information to enable savings calculations to be made.
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, of any company in the business group to which it belongs, that of its customers, as well as that of the rest of the Participants.

## 6. Deposit and Accessibility

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

- [www.endesa.com/es/promociones-ganadores](http://www.endesa.com/es/promociones-ganadores).
- [www.endesa.com/eficiencia](http://www.endesa.com/eficiencia).

Or from the registration form in the Customer Area of [www.endesa.com](http://www.endesa.com).

## 7. How the Promotion works

### 7.1 Definitions

- Reference Period: calendar quarter of the year preceding a Participant's registration. Therefore, there will always be 4 Reference Periods:
  - Calendar quarter of January, February and March.
  - Calendar quarter of April, May and June.
  - Calendar quarter of July, August and September.
  - Calendar quarter of October, November and December.
- Baseline Energy Use: 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 in each Challenge. This means that 4 Baseline Energy Uses shall be set for each Participant:
  - Baseline Energy Use for the Reference Period of January, February and March.
  - Baseline Energy Use for the Reference Period of April, May and June.
  - Baseline Energy Use for the Reference Period of July, August and September.
  - Baseline Energy Use for the Reference Period of October, November and December.

These Baseline Energy Uses for each Participant shall remain fixed for the year prior to the year of 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 signs up in January 2023 and is set a Baseline Energy Use of 200 kWh for the 4th Challenge (October, November and December) of that 2023, if the Promotion is extended for more than one year, his Baseline Energy Use for the 4th Challenge of 2024 will also be 200 kWh.

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

- o 4th Challenge: in the calendar quarter of October, November and December.
- Efficiency Price: is the price at which the kWh eligible for discount and saved will be valued and is taken as the average of the average prices of the bills available in the months prior to the start of the challenge in question. So each Challenge will have an Efficiency Price, where appropriate, and according to each Participant. The average price of each bill will be the result of dividing the amount of energy consumed in that bill (excluding taxes and regulated components but applying discounts where applicable) by the total kWh consumed in that bill period. If a Participant does not yet have bills with which to make the calculations because they have recently arranged a contract 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.
- Discount: 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. Request for registration**

Customers who wish to take part in the Promotion must apply for registration using the form provided for this purpose, which can only be found in the Customer Area of [www.endesa.com](http://www.endesa.com). In order to apply to the Promotion, applicants must expressly accept these Terms and Conditions and the Promotion's Data Protection Policy. 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 activity when I am no longer a customer".

- "I hereby consent to the processing of my data by Endesa Energía S.A., Endesa X Servicios S.L. and Endesa X Way, S.L. in order to receive advertising about products and services of third companies related to the home, insurance, automotive, financial services and leisure sectors".

ii. Validation of Registration

Once the registration application has been received, Endesa Energía will analyse it in order to validate it, verifying that:

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

Failure to have the necessary consumption information will mean that the customer's registration and participation will be postponed until the Challenge in which the necessary consumption information is available. For example: On 01/07/2022, a customer registers the electricity supply in his newly built house and on 01/05/2023 he applies 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 a registration has been validated, it will allow the registered customer to participate in the current Challenge (if applicable) and subsequent Challenges without needing to re-register for each subsequent Challenge for the duration of the Promotion, provided that the eligibility requirements are met.

If a customer's registration is validated before the last 15 days of the current Challenge, they will be eligible to participate in the Challenge. If their registration is validated in the last 15 days of the current Challenge, the first Challenge in which they will be able to participate will be the following one.

### 7.3 Follow-up

Communications will be sent to Participants:

- Upon validation of their registration, to inform them of the first Challenge in which they will participate, either the current or the next one. If they are able to take part in the current Challenge, they will be informed of the Baseline Energy Use, 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 Baseline Energy Use.
- In the weeks following the end of the Challenge to inform them of the result achieved.

Also, customers will be able to carry out continuous follow-up, with weekly updates of the information, in the "InfoEnergía" section of the Customer Area of [www.endesa.com](http://www.endesa.com), for which they must be properly registered.

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

### 7.4 Result of the Challenge and calculation of the Discount achieved.

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

- The maximum number of kWh saved that will be discounted is 25% of the Baseline Energy Use. For example: the Baseline Energy Use of a Participant in the 2nd Challenge is 300 kWh, where 75 kWh is 25%. The Participant manages to use 120 kWh during the 2nd Challenge, thus saving 180 kWh. Since 180 kWh is more than the 25% limit (75 kWh in this example), only those 75 kWh will be discounted.
- A Discount for overcoming a Challenge can never be over €150.

If the actual energy use of a Challenge is not available 5 weeks after the end of that Challenge, the usage of the Participant in that Challenge will be estimated to perform the calculations, check whether savings have been made and, if applicable, determine the Participant's Discount. In this case, if the actual usage

data of the Challenge becomes available afterwards, the situation will not be regularised in terms of the Promotion or the Discount in any case.

### **7.5 Delivery of the Discount**

Once the Discount earned has been calculated, it shall be given to the Participant through the next bill of the supply contract as a rebate to be applied to the net total of that bill (after tax). The bill will include the Discount under the item of "Balance in your favour".

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

A Discount shall never be redeemable for cash or be transferable or assignable or exchangeable in any way.

## **8. Cancellation**

Participants in the Promotion may unsubscribe by 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 Legal 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](http://www.endesa.com/es/promociones-ganadores) or through the Customer Area of [www.endesa.com](http://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 respect 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.