LEGAL BASES OF THE ENDESA PROMOTION

‘Gas Credit Campaign’

1. ORGANISING COMPANY

ENDESA ENERGÍA, SA, a company with its registered office at Calle Ribera del Loira no. 60, 28042 Madrid and Tax ID (CIF) no. A81948077 (hereinafter ‘Endesa’), is organising a campaign entitled ‘Gas Bill Credit’ (hereinafter the ‘Campaign’) which will be governed by the following legal bases.

2. PURPOSE OF THE CAMPAIGN

The purpose of the Campaign is to incentivise new contracts with Endesa for dual rates for electricity and gas and gas, as long as they are electricity customers of Endesa.

3. CAMPAIGN TERM

The period for participation in the Campaign will start from 24/11/2020 and will end on 14/04/2021 at 00:00 (hereinafter “Campaign Term”).

4. GEOGRAPHICAL AREA

This Campaign will be valid in all provinces in Spain.

5. TARGET AUDIENCE

The Campaign is aimed at any natural person over 18 years of age or any legal entity that signs a new electricity and gas contract jointly, or gas exclusively, on the condition that, when signing up only for gas, they also have an electricity contract with Endesa.

Prior contracts are understood to be those from any marketer anywhere in Spain not part of Endesa group as well as direct registrations only for contracting the One Gas rate.

Contracts may be entered into through any of Endesa’s sales channels, with the exception of the Bankia collective channel and new contracts with the Iberia Plus promotion.

Any contracts signed during the Campaign Term of the following Endesa electricity and gas rates are part of the Campaign: One Gas 3.1 rate and One Gas 3.2 rate. The rest of the rates are excluded from the campaign.
If the contract was signed between **24/11/2020 and 14/01/2021**, the credit will be made to the gas bill whose billing period includes **31/03/2021**, and the credit will be made if and only if the gas contract signed during the term of the campaign and the electricity contract linked to the campaign are still active with Endesa on that date.

If the contract was signed between **15/01/2021 and 14/04/2021**, the credit will be made to the gas bill whose billing period includes **30/06/2021**, and the credit will be made if and only if the gas contract signed during the term of the campaign and the electricity contract linked to the campaign are still active with Endesa on that date.

Endesa reserves the right to exclude Participants who alter, damage or endanger the proper functioning and normal and regulatory implementation of the Campaign in any way. Similarly, Participants who intentionally or unintentionally damage or harm Endesa’s image, or that of any company in its business Group, or its customers or other Participants will also be excluded.

**6. ACCESS**

The Legal Bases of the Campaign are published in: https://www.endesa.com/es/promociones-ganadores and accessible to all Participants and the general public at in general at the following addresses:


**7. INCENTIVE**

One Gas rates: During the Campaign Term, from **24/11/2021 to 14/01/2021**, Participants who sign up for dual electricity and gas or gas, who are already Endesa electricity customers, will benefit from a credit to their gas bill that is will materialize in the invoice whose billing period includes **31 March 2021**. The payment will be €15 if you have the One Gas 3.1 Rate and €35 for the One Gas 3.2 Rate, before taxes. In the case of contracting from **15/01/2021 to 14/04/2021**, the credit to the gas invoice will materialize in the invoice whose billing period includes **30 June 2021**.

**8. CAMPAIGN MECHANISM**

All Participants who wish to benefit from the incentive offered by the Campaign must sign a new electricity and gas or gas contract with Endesa, and during the Campaign Period, as long as they have an electricity contract, and with the rates indicated in section 5.

To be entitled to the Campaign Incentive, it must be signed up for during the Campaign Period and through any of Endesa’s sales channels, with the exception of the Bankia group.
channel and new customers who join the Iberia Plus promotion, in addition to complying with all the conditions and requirements established in these Legal Bases.

9. TAXES

The prices applied to the bills will have the tax treatment derived from the tax regulations at the time of accrual and that which is applicable.

10. PROTECTION OF PERSONAL DATA

In accordance with the information reflected in these Legal Bases, the processing of the Participant’s personal data will be carried out in accordance with the Data Protection Clause provided in the General Conditions of the new contract signed on the occasion of the Campaign.

You can obtain more information about Endesa’s data protection policy, including how you can exercise your rights, by consulting our website www.endesa.com.

11. ACCEPTANCE OF THE LEGAL BASES

By participating in the Campaign, the Participant accepts the Legal Bases. The Participant accepts that Endesa may postpone, shorten, extend, modify, cancel or suspend the Campaign if necessary, without this entailing any liability for Endesa, who will inform of any such decision as soon as possible on the following website: https://www.endesa.com/es/promociones-ganadores.

Endesa is empowered to resolve any contingency not provided for in these Legal Bases, as well as to interpret them, without prejudice to what is stated in section 10 in case of dispute.

12. APPLICABLE LAW AND JURISDICTION

The interpretation of and compliance with the Legal Terms and Conditions will be governed by Spanish law. For any divergence that may arise from the interpretation or application of these Legal Bases or the Campaign, the Participants submit to the jurisdiction and competence of the courts and tribunals of Madrid, without prejudice to the jurisdiction that may correspond to them by law.