

LEGAL TERMS AND CONDITIONS FOR THE ENDESA ENERGÍA PROMOTION

"Up to 2 months free electricity consumption in the first year and 1 month of free electricity for every year thereafter"

1. ORGANISER

The company ENDESA ENERGÍA, S.A. with registered office in Madrid, Calle Ribera del Loira 60, 28042 Madrid, with Tax ID No. A81948077 (hereinafter "**Endesa Energía**"), is the organiser for this promotion denominated "Up to 2 months free electricity consumption in the first year + 1 month of free electricity for every year thereafter" (hereinafter the "**Promotion**"), which will be governed by the following Legal Terms and Conditions.

2. OBJECTIVE OF THE PROMOTION

The objective of the Promotion is to incentivise during the Validity of the Promotion new contracts with Endesa for the electricity tariffs with electricity power less than or equal to 15kW.

3.- PERIOD OF VALIDITY

The period during which you may participate in the Promotion will begin on 01/10/2021 and end on 13/06/2022 at midnight (the "**Term**").

4. TERRITORIAL SCOPE

This Promotion will be valid in all the provinces of Spain, excluding Ceuta and Melilla.

5.- TARGET PUBLIC

The Promotion is aimed at any natural person of 18 years of age and over, or any legal person that arranges a new contract for electricity and/or gas with Endesa Energía. A new contract shall be understood to mean any contract from a commercial outlet other than Endesa Energía in any part of Spain, as well those registered directly.

Contracts made for the following tariffs during the Term of Validity are included in the Promotion:

Electricity: Tempo Happy Tariff and One Luz Tariff (2.0TD access tariffs)

Gas: Tempo Happy Gas Tariff, One Gas and Endesa Gas Tariff (Access tariffs RL1, RL1 and RL3)

Endesa Energía reserves the right to exclude from the Promotion any Participant who alters, damages or in any way endangers the correct operation and normal, regulatory execution of the Promotion. Any Participant who, whether intentionally or not, harms or damages the image of Endesa, any company in the business Group to which it belongs, its customers, or the other Participants, will also be excluded.

6.- DEPOSIT AND ACCESSIBILITY.

The Legal Terms and Conditions for the Promotion are published and accessible to all Participants and the general public at the following addresses:

www.endesa.com, www.endesaluz.es, www.endesatarifasluzygas.com,
www.ahorroendesa.com, www.endesaluzygas.com, www.endesatempohappy.com,
www.tarifasendesa.com/asesoramiento, www.tarifasendesa.com,
www.cambiateaendesa.com.

7. INCENTIVE

✦ Contracts with Happy or One tariffs:

Participants who meet the established requirements may benefit from electricity consumption (energy section) of up to the first two months, at a price of €0/kWh. "One month of electricity consumption" is understood to be 720 hours of consumption.

The incentive is established from one month of free electricity consumption, up to two months if the contract is arranged with the Happy or One tariffs and the gas and/or a maintenance service is arranged at the same supply address.

- ✦ Option 1: Contract for electricity, "First month's consumption of electricity with Endesa free of charge" (720 hours)
- ✦ Option 2: Contract for gas if a customer already has an electricity contract in force with Endesa Energía and with the obligation to change their current electricity contract for one of the promoted tariffs "First month of electricity consumption with Endesa, free" (720 hours).
- ✦ Option 3: Dual contract (electricity + gas), "First month and a half's consumption of electricity with Endesa free of charge" (1,080 hours)
- ✦ Option 4: Contract for electricity and a maintenance service, "First month and a half's consumption of electricity with Endesa free of charge" (1,080 hours)
- ✦ Option 5: Contract for gas and a maintenance service, providing the customer already has an electricity contract with Endesa and changes the electricity contract to a Happy or One Luz tariff, "First month and a half's consumption of electricity with Endesa free of charge" (1,080 hours)
- ✦ Option 6: Dual contract (electricity + gas) and an electricity or gas maintenance service, "First two months' consumption of electricity with Endesa free of charge" (1,440 hours)

In addition, each year to coincide with the anniversary of the activation date, a bonus of 720 hours (30 days) will be applied at a price of €0/kWh, provided that none of the contracts used to qualify for this promotion have been cancelled, changed or the distributor changed.

In the case of electricity, this Promotion is not compatible with any other discount or additional promotion on the electricity contract, with the exception of the discount for digital invoicing on this contract (2% discount on energy for 1 year) and only in the case of the Happy tariff.

In the case of gas, the promotion is compatible with discounts on the gas bill and for dual contracts (electricity + gas at the same supply point to the same contract holder) and for maintenance services.

Endesa offers a stable price that means that any client who contracts with Endesa Energía has a guaranteed energy price (€xx/kWh and the power term) for at least one year from the activation of the contract and as long as the contract remains in force and without making any modification to the conditions.

8. HOW THE PROMOTION WORKS

All the Participants who wish to benefit from this incentive offered by the Promotion should take out a new contract with Endesa Energía during the Period of Validity for the Promotion for a **new electricity contract** with one of the tariffs indicated in section 5. This gives the right to benefit from 720 hours (30 days) of free electricity consumption each year, providing the contracts that were the object of the promotion remain in force.

If in addition to taking out a contract for electricity, a contract for gas and/or a maintenance service is taken out for the same supply point and by the same contract holder, the bonus in the first year could be up to 1,440 hours (2 months), as included in section 7.

Furthermore, if a customer already has an electricity contract in force with Endesa Energía and takes out a new gas contract, they may participate in the promotion. The promotion always applies to the electricity contract, so if the customer already has their electricity contracted with Endesa Energía and contracts gas (for the same address), a new electricity contract needs to be made with the conditions and products of this promotion. Therefore, they will lose the conditions they had in their previous electricity contract.

Commitment to minimum duration: To be able to benefit from the price of €0/kWh under the terms of the promotion, it will be a necessary requirement to maintain the supply of electricity at the tariffs indicated in the promotion (Happy and One) and additionally gas supply and the maintenance service where applicable for a minimum period of one year.

Otherwise, Endesa Energía will invoice the consumption in the hours promoted at the price of the power unit for the remaining hours according to the conditions of the signed contract (in the case of Happy, all energy will be charged at the "Other Hours" price), plus the corresponding taxes.

After the contract has been in force for 12 months, in the event that the customer cancels or changes the distributor for one of the contracts that were used to qualify for this promotion (electricity or gas), or changes the contracted product subject to the promotion for another, the free month that would have been obtained in the future will be lost.

9.- TAX ISSUES.

The prices applied in bills will be subject to the tax applied under the tax regulations in force and applicable at the time they accrue.

10.- ACCEPTANCE OF THE LEGAL TERMS AND CONDITIONS

By participating in the Promotion, the Participant accepts the Legal Terms and Conditions. The Participant accepts that Endesa Energía may postpone, shorten, extend, modify, cancel or suspend the Promotion if necessary, without this implying any liability for Endesa Energía, who will notify such changes as soon as possible on the www.endesa.com website.

Endesa Energía is authorised to resolve any unforeseen contingency in these Legal Terms and Conditions, and to interpret it, without prejudice to the provisions of section 11 with respect to disputes.

11.- APPLICABLE LAW AND JURISDICTION

The interpretation of and compliance with these Legal Terms and Conditions will be governed by Spanish law. In case of any disagreement which may arise with regard to the interpretation or application of these Legal Terms and Conditions, the Participants submit to the jurisdiction of the courts of the city of Madrid, without prejudice to any other jurisdiction to which they may be entitled by law.

12.- PROCESSING PERSONAL DATA

Taking into account that, in order to participate in this Promotion, the interested parties must contract one of the Endesa Energía services indicated above, the processing of the Participants' Personal Data will be undertaken in accordance with the provisions in the data protection clause of the general conditions in their contract.