

# LEGAL TERMS AND CONDITIONS FOR THE ENDESA PROMOTION

## "One Solution"

### 1. ORGANISER

ENDESA ENERGÍA, S.A.U with registered offices in Madrid, Calle Ribera del Loira 60, 28042 Madrid, with Tax ID No. A81948077 (hereinafter "Endesa"), is organising a "One Solution" promotion (hereinafter "Promotion"), which will be governed by the following Legal Terms and Conditions.

### 2. OBJECTIVE OF THE PROMOTION

The objective of the Promotion is to encourage people to contract Endesa's Única product during the Period of Validity.

### 3. PERIOD OF VALIDITY

The period during which you may participate in the Promotion will begin on 14/09/2021 and end on 31/12/2021 at 12 midnight (hereinafter, "Period of Validity").

### 4. TERRITORIAL SCOPE

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

### 5. TARGET PUBLIC

The Promotion is aimed at any natural person over 18 years of age who enters into a new electricity contract with Endesa for Endesa's Única product, for a domestic supply and with the 2.0TD access tariff. A new contract is understood to be one signed by a customer from any retailer other than Endesa Energía or new supplies (without a prior contract with any retailer).

Contracts can be made through any of Endesa's authorised sales channels:

- Digitally on [www.endesa.com](http://www.endesa.com) or [www.endesaunica.com](http://www.endesaunica.com).
- By telephone.
- Endesa's sales offices and customer service centres.

Endesa 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 will also be excluded 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 other Participants.

## **6. ACCESSIBILITY**

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

<https://www.endesa.com/es/unica/una-solucion-unica>, [www.endesa.com](http://www.endesa.com) and [www.endesaunica.com](http://www.endesaunica.com).

## **7.- DESCRIPTION OF THE INCENTIVE**

Endesa offers a fixed and personalised quota to new customers who sign an Única electricity contract:

- a) The Única quota will be calculated taking into account a market energy cost of 58 euros per MWh (it does not include access tariffs, charges and other possible regulated costs in application of the Terms and Conditions for ÚNICA)).
- b) Endesa guarantees this price for two years from the date the contract is activated.
- c) Without prejudice to the contract being annual, the customer may unilaterally terminate it without penalty. There is no fixed duration.
- d) The terms and conditions relating to Única (available on the website), and specifically those relating to responsible consumption.

## **8. HOW THE PROMOTION WORKS**

All Participants wishing to benefit from the incentive offered by the Promotion should contract Endesa during the Period of Validity, for any of the Única product options. Also, in order to be entitled to the Incentive provided by the Promotion, the contract should be made through any of the Endesa sales channels indicated in section 5 and comply with all the conditions.

## **9. TAX ISSUES**

The prices applied in bills will be subject to the tax regulations currently 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 may postpone, shorten, extend, modify, cancel or suspend the Promotion if necessary, without this implying any liability for Endesa, who will notify such changes as soon as possible on the website: [www.endesa.com](http://www.endesa.com).

Endesa is authorised to resolve any unforeseen contingency in these Legal Terms and Conditions, and to interpret them without prejudice to the provisions of section 12 with respect to disputes.

## **11. PROCESSING PERSONAL DATA**

In accordance with these Legal Terms and Conditions and taking into account that, in order to participate in this Promotion, the interested parties should enter into a contract for one of the Endesa 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 terms and conditions in their contract.

## **12. APPLICABLE LAW AND JURISDICTION**

The interpretation of and compliance with these Legal Terms and Conditions will be governed by Spanish law. Endesa and the Participants expressly waive any other legal jurisdiction that may apply to them and submit any dispute that may arise with regard to the Terms and Conditions or the Promotion to the courts and tribunals of Madrid for resolution, without prejudice to the jurisdiction that may apply to them by law.