

Legal Bases for the "CONNECTIVITY CUSTOMER SERVICE SWEEPSTAKES" Promotion

BASE 1.- PROMOTER, TEMPORAL AND TERRITORIAL SCOPE, AND PARTICIPANTS

SEAT, S.A. (hereinafter "SEAT"), with registered office at Autovía A-2, Km. 585, Martorell (08760), Barcelona, recorded in the Commercial Register of Barcelona, volume 23662, page 1, sheet number B-56-855, with Spanish tax identification number (CIF) A-28049161, will organise a promotion called "Connectivity Customer Service Sweepstakes" (hereinafter, the "Promotion") for customers of the connectivity service. It will run from 1 November 2023 to 15 December 2023, inclusive, (a time period hereinafter referred to as the "Term"), in the following languages: English, German, Spanish, Italian, French and German. The hours for participating will be from 08:00 a.m. through 8:00 p.m., Monday to Sunday.

The Promotion is open to all persons who make contact in the languages indicated above, provided they are of legal age and comply with the participation conditions set out below.

Employees of SEAT and its partner companies are not eligible to participate in this Promotion. Nor may anyone participate who has been directly or indirectly involved in preparation of the Promotion, or their first-degree relatives, by blood or affinity. As a general rule, legal persons are not eligible to participate, nor are children under 18 years of age.

SEAT establishes that the right to participate in this Promotion is completely free of charge.

BASE 2.- PURPOSE

The promotion aims to incentivise use of the connectivity service and encourage customer participation in the SEAT satisfaction survey. For this purpose, the prizes listed in Base V 5 ("the Prizes") will be awarded among the participants who, during the Promotion Period, comply with the conditions and requirements established in these legal bases.

BASE 3.- TERMS AND CONDITIONS FOR PARTICIPATION

Participant status may be acquired by any natural person of legal age, resident in the territories indicated in the first base, who meets the following requirements:

- Be the owner or user of a SEAT or CUPRA vehicle and a customer of the connectivity service.
- The participant must be the owner or user of a SEAT or CUPRA brand vehicle that is compatible with the connectivity services and be registered for such services at the time the winners of the prize draw are selected or announced.
- Use the services of the Customer Interaction Center (CIC), the specific customer service centre for the management and resolution of incidents related to connectivity, which must be contacted by telephone. The "CIC" service is available to owners or users of SEAT or CUPRA vehicles.
- Use the telephone customer service and respond to the subsequent satisfaction survey.

In accordance with the foregoing, participation shall take place exclusively by telephone.

Only one entry per participant will be admitted.

Express acceptance of these Terms and Conditions is a necessary condition for participation in the Promotion and, consequently, to be able to obtain the Prizes. Participating users who do not comply with all the conditions set out therein will be automatically disqualified.

The identity of the winning participants may be verified by means of official documents (DNI or other ID, passport, driving licence, etc.) at any time, including before and during award of the prizes.

BASE 4.- PRIZE

The PRIZES consist of SEAT and CUPRA brand merchandising products. The participant will receive SEAT merchandising products if he/she owns a SEAT car, and CUPRA merchandising products if he/she owns a CUPRA car. In other words, prizes will be awarded according to the make of car owned by each participant.

The total value of the prizes is:

- Total amount of SEAT merchandising products: €120.39 (incl. VAT)
- Total amount of CUPRA merchandising products: €255.49 (incl. VAT)

The prizes are personal and non-transferable.

Under no circumstances shall the Prizes be redeemable for their cash value, and their sale or marketing is strictly prohibited.

SEAT reserves the right to adopt any corrective measures and take any reasonable decisions that may be necessary to resolve any incidents that may arise in the course of the Promotion in order to guarantee proper development of same.

The foregoing notwithstanding, SEAT reserves the exclusive right to modify the nature and amount of the Prizes subject to this Promotion and to adjust it to any incidents that may arise due to force majeure not attributable to SEAT.

SEAT's obligations with respect the awarding of the Prizes shall end with the delivery of the Prizes to the winners.

BASE 5.- MECHANICS OF THE PROMOTION AND COMMUNICATION OF THE RESULT OF THE PROMOTION

Each participant must comply with all the conditions set out above.

The participant, after using the telephone customer service, will be invited by the agent to answer a satisfaction survey rating the service received and to participate in a promotion for which the participant's email address will be required. Upon completion of the survey at the request of the participant, an email will be sent with the necessary information to participate in the draw and a link to access the Legal Bases.

In order to select the winners, SEAT will create a file with the ticket numbers associated with each inquiry by each customer who responds fully to the survey and wishes to participate. This file will be transferred to a common server (Spain) in order to carry out the draw and select the winners.

In order to select the winners, SEAT will create two computer files (one for SEAT customers and one for CUPRA customers) with the ticket numbers associated with the inquiries of the Participants who, fulfilling the requirements of these Legal Bases, have completed the survey in full and wish to participate in the draw. In these files, all the ticket numbers referred to above shall be numbered, one per line, in chronological order.

From among all the participants, two (2) winners, corresponding to the first number randomly selected from each list (SEAT and CUPRA), shall be selected at random.

The number consecutively following that of each brand's winner and successive winners shall be used as an alternate in the event that the holder of the first winning number does not accept the Prize. There shall be a maximum of four (4) alternates per brand.

In the event that the winners or alternates, if applicable, are not located for reasons beyond SEAT's control, renounce or fail to accept the prize according to the process established for awarding of the prize described in Base 7, the Prize will be declared void.

SEAT shall announce the winners by telephone. SEAT shall also contact the winners by telephone phone within two (2) working days after the end of the draw.

For these purposes, it is the obligation of the participants to ensure that this channel is available. Winning users must reply to SEAT's message within 72 hours of receiving the notification. If no response is received, SEAT will proceed to award the Prize to the alternates in strict order of substitution. In the event that none of the alternates, in turn, accepts the prize or can be located according to the process described above within the time limit, or all of them renounce it, the prize shall be declared void.

Once the winners have been contacted, SEAT will provide them with a document to state their acceptance of the prizes and to finalise the details for delivery of the prize. Winning users must expressly answer "I ACCEPT / I DO NOT ACCEPT" and return the document duly signed.

SEAT assumes no liability to the winners in the event that for any reason it is not possible to notify the winners of the Prizes by means of the procedure established in these Bases.

BASE 6.- MARKETING ACTIONS TO PUBLICISE THE PROMOTION

The Promotion will be announced by telephone by the agent attending the user.

BASE 7.- DELIVERY OF PRIZES

The prizes, SEAT/CUPRA merchandising products, shall be delivered by post to the address indicated by the winners.

BASE 8.- FRAUD

In the event that SEAT or any entity professionally associated with this Promotion detects any anomaly or suspects that a participant is impeding the normal progress of this Promotion, illegally altering his/her registration or participation by means of any technical or computer procedure in order to falsify his/her participation, SEAT may unilaterally eliminate this participant's registration.

In this respect, it is important to add that SEAT has activated the necessary technological tools to detect any possible fraudulent or anomalous actions or wilful misconduct intended to alter participation in this Promotion for the purpose of obtaining a Prize in an unlawful manner. Therefore, SEAT reserves the right to remove from the register any participant who demonstrates or is suspected of irregular behaviour in the manner described above, without any notification to the participant.

BASE 9.- FORCE MAJEURE

SEAT reserves the right to extend, modify, cancel or suspend this Promotion or to take any reasonable measures necessary in the event of force majeure or causes not attributable to SEAT.

In the event that, for the aforementioned reasons, it is necessary to change the date of the Promotion, SEAT will communicate the new date to all participants by email or by any other means at its disposal.

In any case, SEAT shall be exempt from any obligation to compensate participants if the aforementioned causes arise or if the Promotion is suspended or cancelled due to legal imperative, a situation that will be duly communicated to participants as soon as possible.

BASE 10.- WITHHOLDINGS ON ACCOUNT

Law 35/2006, of 28 November, approving the Personal Income Tax, and the Personal Income Tax Regulation approved by Royal Decree 439/2007, as amended by Royal Decree 2004/2009, shall be applicable to the Prize in this Promotion.

In accordance with the aforementioned regulations, participants in this Promotion are informed that the prizes awarded for participation in games, competitions, raffles or random combinations linked to the sale or promotion of goods or services are subject to personal income tax withholding or payment on account whenever the value of the Prizes for withholding purposes is greater than 300 Euros.

For the purposes of making the payment on account, it is hereby stated that the market value for in-kind prizes is equal to the acquisition value, increased by twenty percent (20%), as established in article 105.1 of the aforementioned Royal Decree 439/2007, of 30 March, approving the Personal Income Tax (IRPF) Regulation.

In relation to the foregoing and in compliance with current tax regulations, if applicable, SEAT shall make the corresponding payment on account of the value of the prizes awarded. In due course, it shall issue the appropriate certificate to enable the winning participant to comply with his/her tax obligations by declaring the income corresponding to the prize received on his/her personal income tax return, together with all of his or her other income. From the total income declared on the tax return, the amount stated in the aforementioned certificate of payment on account may be deducted as already paid, all in accordance with the provisions of the aforementioned Law 35/2006, of 28 November. Consequently, SEAT only assumes its legal obligation to make the payment on account with respect to the taxpayer, with the latter being responsible for fulfilment of his or her respective tax obligations.

BASE 11.- DATA PROTECTION

Who is responsible for the processing of your data?

Identity of the responsible party:	SEAT, S.A., with Spanish Tax Identification Number (CIF) A-28049161
Address:	Motorway A-2, Km. 585, Martorell (Barcelona)
Email:	privacidad@seat.es
Contact information for the Data Protection Officer:	dataprotection@seat.es

For what purpose(s) do we process your data?

SEAT will process the personal data submitted by you for the following main purposes of managing your participation in the Promotion (including, but not limited to, contacting the winners, confirming their eligibility to be participants and winners, and delivery of the Prizes).

What kind of data do we process?

SEAT will process the identification and contact information for you that you submit to us through the registration form for the Promotion. Additionally, you may be asked for other personal information, such as your ID card number, date of birth, tax residence or postcode, in the event that you are selected as a winner of one of the Prizes in order to verify compliance with the conditions of the Promotion, verify your identity, prevent fraud, and manage SEAT's legal and tax obligations as organiser.

No profiling or automated decisions shall be made on the basis of the personal data processed.

What are the legal grounds for processing your data?

The legal basis for processing your data is the execution of a contract for the purpose of properly managing your participation in the promotion in accordance with the provisions of these Legal Bases. Processing of your data is strictly necessary for the fulfilment of the obligations arising from the contract.

With whom will the data be shared?

If you are a winner, your details may be passed on to companies in the transport sector. Likewise, SEAT may share your data in order to comply with the legal obligations applicable in each case.

In addition, we inform you that SEAT contracts its virtual infrastructure under a “cloud computing” model through Salesforce.com, Inc., an entity, with registered address at The Landmark @ One Market Street, San Francisco, CA 94105, United States of America. As this is an international transfer of data, SEAT has signed the standard contractual clauses approved by the European Commission in order to maintain the level of security offered in the European Union.

In addition, if you are a winner from a non-EEA country, your identity and contact information may be transferred to the third country where you reside, without prejudice to the adoption, where appropriate, of the necessary measures to ensure the security of the data.

How long will we retain your data?

SEAT will retain your personal data for the duration of this Promotion, and in any case for as long as you do not request their deletion, as well as for the time necessary to comply with the legal obligations in each case corresponding to each type of data (five years in the case of information associated with participation in the Promotion).

What are your rights as a data subject?

Law	Content	Attention Channels
Access	You may obtain confirmation as to whether SEAT processes your personal data, as well as consult your personal data included in SEAT's files.	<p>You can exercise these rights by sending an email to privacidad@seat.es*</p> <p><i>*In order to exercise your rights, you must indicate the right you wish to exercise.</i></p>
Correction	You will be able to modify your personal data when they are inaccurate, as well as to complete any that are incomplete.	
Deletion	You may request the deletion of your personal data when, among other reasons, the data are no longer necessary for the purposes for which they were collected.	
Opposition	You may request that your personal data not be processed. SEAT shall cease to process the data, except for compelling legitimate reasons, or for the exercise or defence of possible claims.	
Limitation on processing	<p>You may request limitation of the processing of your data in the following cases:</p> <ul style="list-style-type: none"> ▪ When the accuracy of your data is contested; ▪ Where the processing is unlawful, you object to the deletion of your data, and request the restriction of their use; ▪ When SEAT does not need to process your data, but you need it for the exercise or defence of claims; ▪ When you have objected to the processing of your data for the performance of a task carried out in the public interest or for the fulfilment of a legitimate interest, while it is being verified whether the legal grounds for the processing outweigh yours. 	
Portability	You have the right to receive, in electronic format, the personal data that you have submitted to us and those	

	obtained through your contractual relationship with SEAT, as well as to transmit them to another entity.	
If you believe that SEAT has not processed your personal data in accordance with the applicable regulations, you may lodge a complaint with the competent supervisory authority via the website www.aepd.es .		
The exercise of these rights is free of charge.		

BASE 12.- SEAT'S LIABILITY

Without limiting in any way the rights granted to consumers by the applicable provisions, SEAT accepts no responsibility for any inability to participate or delay in doing so due to any interruption, temporary unavailability or lack of continuity of operation, transmission problem, loss of information, fraud, network failure, software malfunction, access, communication or response failure, or alteration of the Promotion due to technical or other problems beyond its control or attributable to network operators, intermediary service providers or third parties.

Without limiting in any way their rights as consumers, participants in this Promotion hold SEAT harmless, in the broadest manner appropriate by law, from any type of liability, sanction, claim, demand or lawsuit of a civil, commercial, criminal or administrative nature, including any type of indemnity, expenses or costs (expressly including lawyers' and solicitors' fees).

Without limiting in any way the application of the guarantees and rights recognised for consumers in the applicable regulations, SEAT accepts no liability for negligent or illicit use of the Prizes by the participants and accepts no liability for any damage or harm of any kind that the winners or third parties may arising from the use of the Prizes.

SEAT accepts no liability for any content on social media that the user may access, given that these networks have their own privacy policies over which the company has no control.

In relation to the proper functioning of such networks, SEAT is exempt from any liability for the veracity and legality of the content or information external to SEAT that may be accessed through them, as well as for any damage that the user may suffer as a result of the use of his or her data.

If a court or competent administrative body determines that any of the clauses in these legal bases is invalid, illegal, void or voidable, said clause shall be

removed from this document, without this action affecting the rest of the clauses contained herein.

SEAT reserves the right to eliminate from the Promotion for justified cause any participant who defrauds, alters or renders useless the proper functioning and normal and regulatory course of the Promotion.

SEAT shall be exempt from any liability whatsoever from the moment the winners accept and begin to enjoy the Prizes. Prize winners may not take any legal action against SEAT for any reason whatsoever arising from the use or enjoyment of the Prizes.

BASE 13.-ACCEPTANCE OF THE RULES AND REGULATIONS

The simple fact of participating in this Promotion implies acceptance of these legal bases. In the event that the participant declares otherwise, he or she shall be excluded from same, and SEAT will be released from any obligation established with said participant.

BASE 14.- RESOLUTION OF DISPUTES AND APPLICABLE LAW

SEAT and the participants in the Promotion, by mutual agreement and expressly waiving their own jurisdiction, agree that any litigious matter arising from these legal bases shall be resolved by the Courts and Tribunals of the city of Barcelona in accordance with the common Spanish laws.