<u>ENG</u>

LEGAL BASES FOR "2024 SANTANDER LAP ZERO" PROMOTION

These legal bases (the "**Legal Bases**") shall govern the organisation by Banco Santander, S.A., ("**Santander**") and the participation by the participants (the "**Participants**") in the promotional activity "Santander Lap Zero" (the "**Promotion**"), which will be composed of different tests, competitions and draws relating to Formula 1 and sustainability, as explained in the Legal Bases.

1. Purpose of the Promotion

By organising the Promotion, Santander seeks to promote its activity and its links with the world of sport, Formula 1 and sustainability, as well as Santander and Formula 1's commitment to sustainability.

The Promotion is made up of four (4) different and independent methods of participation, notwithstanding that scores may be related, (the "**Tests**") whose specific rules and prizes are provided in the following sections. Participation in the Promotion and its various Tests will consist of Participants answering quizzes relating to knowledge of various aspects of the Formula 1 Grand Prix Championships, including the following topics (the "**Topics**"):

- (i) "F1: Sustainability & The science behind the sport (STEM)";
- (ii) "Host Country"; and
- (iii) "F1 History".

As the selection of the questions presented to each Participant will be random, Santander does not guarantee any proportion, relationship or distribution regarding either the questions presented to the Participant or the Topics.

2. Application of these Legal Bases

Participation in this Promotion is subject to these Legal Bases. As the organiser of the Promotion, Santander will resolve any issue arising from the Promotion at its sole discretion.

3. Entity organising the Promotion and purpose of the Promotion

The commercial entity Banco Santander, S.A., with the tax identification number (CIF) A-39000013 and with its registered office at Paseo de Pereda 9-12, Santander, Cantabria, is the organiser of the Promotion governed by these Legal Bases.

4. Scope of participation and territorial scope

Only natural persons who fulfil all of the following conditions may participate in the Promotion and, therefore, be eligible for the prizes:

- i. They must be over 18 years of age or they must be of legal age in relation to the regulations of the country of which they are citizens and residents on the start date of the Promotion;
- ii. They must be citizens and residents of the countries in which participation in the Promotion is permitted ("**Permitted Territories**");
- iii. They must duly complete, in accordance with the specifications set out in these Legal Bases, the processes for the creation of the User Account (as defined below) made available by Santander for this purpose; and
- iv. They must participate in the different Tests, in the different time periods provided for each specific Test, in accordance with the provisions set out in these Legal Bases.

If you are not a resident of any of the Permitted Territories you will not be considered a Participant in the Promotion and will not be eligible for any prizes to be awarded in connection with the Promotion. The Permitted Territories are limited to the following:

- i. Spain
- ii. United Kingdom
- iii. Germany
- iv. Portugal
- v. Italy
- vi. Poland
- vii. Norway
- viii. Finland
- ix. Sweden
- x. Denmark
- xi. Brazil
- xii. Chile
- xiii. Mexico
- xiv. United States
- xv. Argentina
- xvi. Greece
- xvii. Canada
- xviii. Belgium
- xix. Switzerland
- xx. Holland
- xxi. Austria
- xxii. France; and
- xxiii. Uruguay

In addition, if you are currently an employee of Santander or any of its affiliates, you will not be considered a Participant in the Promotion and will not be eligible for any prizes to be awarded in connection with the Promotion.

5. Participation in the Promotion.

To participate in the Promotion and be eligible to receive the prizes for each Test, it is essential to also comply with the requirements set out in this section.

To participate in the Promotion, Participants must answer the different quizzes that make up the Tests. To do so, Participants must create a user account with personal access credentials (consisting of an email and password) on the website www.santanderlapzero.com (the "**User Accounts**") and use it to submit their answers through the platform provided by Santander.

User Accounts are personal and non-transferable and Participants must keep their User Accounts secret. The sharing of User Accounts between Participants or with third parties is expressly prohibited.

Participants must participate in the Promotion personally. The participation of other Participants or third parties on behalf of a Participant is expressly prohibited.

The data provided by Participants at any time of the creation of their User Account or participation in the Promotion must be true and accurate. Should the Participant at any time provide false, incorrect, out-of-date or otherwise inaccurate information, he/she shall be excluded from the Promotion.

Participation in the Promotion is free of charge. Santander is not responsible for any costs that Participants may incur due to Internet connection, computer hardware and/or, where applicable, the cost of the call.

6. How the Promotion works and the duration of the Promotion

Quizzes

The Promotion is made up of different Tests, in which Participants must complete different quizzes depending on the Test in which they wish to participate.

Each of the quizzes is composed of ten (10) questions, which are presented randomly from a set of questions used for each quiz. The questions in the quizzes will be in a true/false or multiple choice format, as stated in the question itself. The Participant will be required to select the correct answer from the various options presented in the shortest possible time.

Participants will have a limited time of twenty (20) seconds to answer each question. If Participants do not answer within the time limit, the next question will be displayed and the unanswered question will be counted as an incorrect answer.

For the purpose of evaluating the Participant's performance, the highest number of correct answers in the shortest time will be evaluated, to which the bonuses or penalties provided for in these Legal Bases will be applied. The Participant will be considered to have answered all the questions when he/she has completed all the steps to ensure that the answers are sent to Santander and Santander has confirmed their receipt by signalling in green if the question was correct, in red if it was incorrect and with a final message on the screen with the total number of correct answers for that set of questions.

Bonuses and Penalties

During each quiz, the Participant will have the following bonuses and penalties depending on how he/she answers the questions:

- i. **"Slipstream**" Bonus: If the Participant answers three (3) questions in a row correctly; he/she will receive a bonus by deducting three (3) seconds from the total time taken to answer all the questions and finish the quiz.
- ii. **"Pit Stop**" Penalty: If the Participant answers three (3) questions in a row incorrectly, he/she will be penalised by adding three (3) seconds to the total time taken to answer all the questions and finish the quiz.
- iii. **"Team Radio**" Bonus: The Participant will have the option to use this wildcard only once (1) in each of the quizzes. If the Participant does not know one of the answers, he/she may request to hide one of the incorrect answers he/she has received in the Test in question.
- iv. **"Grand Chelem**" Benefit: For every four (4) quizzes completed by the Participant, the Participant will receive one (1) extra hit, the extra hits being cumulative.

Result and qualification

The Participant who obtains the highest number of correct answers in the shortest possible time shall get the best result and, consequently, a higher position in the ranking for the Test in question.

In the event of a draw, the following criteria shall be applied in the following order in the event of a continuing deadlock:

- i. the thousandths of a second obtained by each of the tied Participants, ranking in order of participation and awarding a better ranking to the Participant who has completed the Test in the shortest time;
- ii. the date of submission of the answers by each Participant, with a higher ranking being awarded to the Participant who submitted his or her answers earlier; and
- iii. the random selection of one of the Participants.

The response time for each quiz will be calculated from the time of the Participant's access to the time of receipt of the answers by Santander. Therefore, the times and periods of time will be calculated on the basis of the records of the platforms, systems and servers used by Santander for the purposes of the Promotion.

Duration of the Promotion

The Promotion will commence on 21 May 2024 at 00:01 Spanish time ("**Start of the Promotion**") and will end on 8 December 2024 at 23:59 Spanish time, coinciding with the end of the Formula 1 season ("**End of the Promotion**"). During the period between the Start of the Promotion and the End of the Promotion ("**Duration of the Promotion**"), the quizzes for each Test will be available to Participants on Thursdays of the weeks in which a Formula 1 Grand Prix Championship is to be held. The quizzes will remain available until the End of the Promotion.

The relevant Formula 1 Grand Prix Championships for the purposes of this competition include:

2 March: Bahrain : Sakhir 9 March: Saudi Arabia - Jeddah 24 March: Australia : Albert Park - Melbourne 7 April: Japan | Suzuka 21 April: China - Shanghai 5 May: Miami - Miami 19 May: Emilia Romagna - Imola 26 May: Monaco | Monte Carlo - Monaco 9 June: Canada | Montreal - Gilles Villeneuve 23 June: Spain | Barcelona - Catalunva 30 June: Austria | Red Bull Ring 7 July: Great Britain | Silverstone 21 July: Hungary | Budapest - Hungaroring 28 July: Belgium | Spa-Francorchamps 25 August: Netherlands | Zandvoort 1 September: Italy | Monza 15 September: Azerbaijan - Baku 22 September: Singapore | Singapore 20 October: USA | Austin - Circuit of the Americas 27 October: Mexico : Mexico City - Autódromo Hermanos Rodríguez 3 November: Brazil | Interlagos 24 November: Las Vegas | Las Vegas 1 December: Qatar | Losail 8 December: Abu Dhabi | Abu Dhabi

Tests and how to participate

Participants will be able to participate in the Promotion through different events or Tests, which will have results and Participant rankings independent of each other. Therefore, each Test will give rise to an awarding of prizes independent of the others.

The Participant's answer to a specific quiz may or may not count towards the different Tests depending on the date and time it is answered, as detailed in these Legal Bases. Therefore, the answer to a single quiz may be counted for different Tests taking place at the same time. Participants must refer to the details of each Test for more information on how to participate in the different Tests.

As detailed below, the different Tests in which Participants may compete are:

- "Individual Championship" Competition. Participants will individually answer the specific quizzes for each Grand Prix, which will be made available on the platform. Participants will be ranked in an overall ranking of Participants according to their individual results.
- "Team Championship" Competition. Participants will be able to take one (1) compatibility test in order to, if they so wish, show the compatibility of the Participants with each of the team leaders that Santander has selected as such, so that the Participants can decide whether to join one of the teams led by each of the team leaders (hereinafter referred to as the "Team"). Participants' ability to answer the different quizzes will be rewarded. However, one of the aims of this competition is to attract as many Participants as possible, so the ability of each of the Teams to attract as many Participants as possible will also contribute to a higher result. Participants will individually answer the specific quizzes for each Grand Prix, which will be made available on the platform. Participants will be ranked in an overall ranking of Participants according to a joint result of all members of the Team they are part of, led by the respective team leader. The winners will be the result of the sum of the individual points of the Team members.
- "Santander Grand Prix" Competitions. Within a specified period of time and for specific Grand Prix Championships, Participants who individually answer the relevant quizzes between Thursday and Sunday (inclusive) of the Championship will participate in a specific ranking for "Santander Grand Prix" prizes.
- **Championship draws.** Within a specified period of time and for each of the specific Grand Prix Championships since the Grand Prix Championships from the Start of the Promotion, Participants who answer the relevant quizzes between the Thursday and Sunday of each Grand Prix from the Monaco GP onwards will be entered into the Championship draw for merchandising.

In this way, by answering a quiz corresponding to a specific Championship, Participants may be eligible to compete in several Tests (Competitions, Draws) at the same time, depending on the time at which they are completed. The conditions of each Competition and the corresponding prizes are detailed below.

I. <u>"Individual Championship" Competition</u>

i. How to take part in the "Individual Championship" Competition

Participants will be able to compete in the "Individual Championship" Competition from 00:01 Spanish time on 21 May 2024 until 23:59 Spanish time on 3 November2024 (both inclusive). To participate in the "Individual Championship" Competition, Participants must complete all Formula 1 Grand Prix Championship quizzes, from the Bahrain Championship to the Brazilian Championship (both inclusive), by the end date of the "Individual Championship" Competition.

The winners of the "Individual Championship" Competition will be those Participants who obtain the three (3) best positions for this Test, under the rules explained in these Legal Bases, as an individual player, according to the specific ranking of this Test.

ii. <u>"Individual Championship" Prizes</u>

The prizes to be awarded to the Participants who are winners of the Individual Championship Test will be as follows, according to their position in the "Individual Championship" ranking:

1. **First Prize:** A trip to the Abu Dhabi Grand Prix Championship with one (1) guest. It includes economy flights to Abu Dhabi from the airport nearest to the winner's home, three (3) nights' bed and breakfast in a five (5) star hotel (1 double/twin room), transfers from/to and to circuit and two (2) tickets to the Ferrari Paddock Club.

As an additional consideration to the First Prize, if the winner is a current customer of Grupo Santander's Commercial Banking, also he/she will also be rewarded with a visit to the Ferrari Garage. The enjoyment of this additional consideration is conditional upon the winner's enjoyment of the First Prize. For these purposes, it will be considered "current customers" the Participants who, at the time of receiving the First Prize, have contracted products or services with a Commercial Banking entity of the Santander Group. The Participants may indicate their status as a Banco Santander customer during the User Account creation procedure. Without prejudice to the foregoing, the status of "current customer" of the winner will be verified according to the information provided by the winner regarding the products or services that he/she has contracted with Santander Group entities at the time the First Prize is awarded.

- 2. **Second Prize:** One (1) signed replica of a Scuderia Ferrari driver's helmet.
- 3. **Third Prize:** One (1) exclusive Ferrari watch.

II. <u>"Team Championship" Competition</u>

i. How to participate in the "Team Championship" Competition

Participants will be able to compete in the "Team Championship" Competition from 14 June 2024 to 24 November 2024.

Prior to participation in this Test, Participants will have to take one (1) compatibility test with the aim of allowing the Participants to know the affinity they have with each one of the Team leaders. The compatibility test shows the Participant's affinity with the leader of a given Team, but it is not compulsory. If the Participant wishes, even if the compatibility test has shown an affinity with a certain Team leader, the Participant may decide to belong to another Team. The

Team to which the Participant chooses to join cannot be changed in the future.

Participants are not obliged to join any Team in order to participate in the remaining competitions. However, belonging to a Team is a necessary condition to participate in the "Team Championship" competition.

When the Participant chooses to join a particular Team, either the Team in which the compatibility test showed a higher affinity or another one of his/her choice, he/she will remain linked to that Team for the entire duration of the Promotion, without the possibility of changing Teams.

Participants who, when creating the User Account, do not choose to participate in this "Team Championship" Competition will have a period of twenty-one (21) calendar days from the date of the start of the "Team Championship" Competition in order to participate and join a particular Team. After the expiry of this period, Participants will not be able to join a Team and will therefore not be eligible to participate in the "Team Championship" Competition.

To participate in the "Team Championship" Competition, Participants must complete all Formula 1 Grand Prix Championship quizzes from the Bahrain Championship to the Las Vegas Championship (both inclusive) by the end date of the "Team Championship" Competition.

Participants belonging to the same Team will share a common result of their participation. The result obtained by each of the Teams will correspond to the sum of the results obtained by each of the Participants of that Team when answering individually the quizzes corresponding to each Championship. If a Participant is part of a specific Team and withdraws from the Promotion, his/her scores and the times he/she has achieved will disappear and, in no case, will be counted for the benefit of his/her Team.

The winners of the "Team Championship" Competition will be the three (3) highest-scoring Participants who are members the Team that obtains the best position for this Test, this means, the Team with the highest score at the end of the Test, according to the specific ranking of this Test.

ii. <u>"Team Championship" Prizes</u>

The prize will be awarded to the three (3) Participants of the winning Team in the "Team Championship" Competition who have obtained the highest score. However, the first prize in the "Individual Championship" Competition and the first prize in the "Team Championship" Competition are incompatible, i.e. if the first prize in the "Individual Championship" Competition is won, the same Participant will not be eligible for the "Team Championship" prize and the prize will be awarded to the Participant with the next highest score. Taking into account the above, the "Team Championship" prize will be:

• A VIP experience in Maranello on 19 December (including a factory tour and hot laps). It includes economy flights to Bologna from the airport closest to the winner's home, accommodation and breakfast in a four (4) star hotel for one (1) or two (2) nights

(depending on flight requirements), transfers during the stay to the hotel, the Ferrari factory, restaurants and airports, a guided tour of the Ferrari factory and a hot laps experience at the Fiorano circuit, two (2) dinners and one (1) lunch. The winning Team may be accompanied to this VIP experience by the Team leader. However, Banco Santander assumes no liability in the event that the Team leader does not attend the VIP experience to accompany the winning Team. Therefore, Banco Santander will not compensate, in any way, the winning Team for the absence of the Team leader from the VIP experience.

III. <u>"Santander Grand Prix" Competitions</u>

i. How to take part in the "Santander Grand Prix" Competitions

Participants will be able to compete in specific Competitions, called the "Santander Grand Prix", with one competition per Championship, and held specifically for each of the following Championships:

1. Spain, UK, Monza, Mexico, Austin and Brazil

To participate in each Santander Grand Prix Competition, Participants must answer the quiz for each Championship within a specified period of time, starting on the Thursday of the relevant Championship at 00:01 Spanish time and ending on Sunday of the same week (both inclusive) at 23:59 Spanish time.

The winners of each "Santander Grand Prix" Competition shall be those Participants who obtain the three (3) best positions in each "Santander Grand Prix" Competition, as an individual player, according to the specific ranking of that Competition.

ii. <u>"Santander Grand Prix" Prizes</u>

The prizes to be awarded to the Participants who are the winners of the Santander Grand Prix Test, according to their ranking in the ranking of each "Santander Grand Prix" Competition, shall be as follows:

- 1. **First Prize:** One (1) signed mini helmet of one of the Scuderia Ferrari drivers.
- 2. **Second Prize:** One (1) pair of Ray-Ban glasses from the Scuderia Ferrari collection.
- 3. **Third Prize:** One (1) merchandise pack consisting of one (1) Ferrari sports bag, one (1) Ferrari cap and one (1) Ferrari bottle of water.

IV. Championship Draws

i. How the Championship Draws work

Participants will also be able to take part in merchandise draws that are organised as a further Test of this Promotion. In this regard, Santander will organise one (1) draw for each of the

Formula 1 Grand Prix Championships included for this purpose. This includes the Championships listed in these Legal Bases, from the Formula 1 Monaco Grand Prix Championship to the Formula 1 Abu Dhabi Grand Prix Championship.

To enter each of the prize draws, Participants must complete the quiz for the relevant Formula 1 Grand Prix Championship within a specified period, starting at 00:01 Spanish time on the Thursday of the week in which the relevant Formula 1 Grand Prix Championship takes place and ending at 23:59 Spanish time on the Sunday of the Grand Prix (both inclusive).

Participants who share the results of the Formula 1 Grand Prix Championship quiz draw on their social media networks will be eligible for up to one (1) extra entry into the prize draw, i.e., their entry into the relevant prize draw will be counted twice.

The winners of each draw will be selected by Santander on a completely random basis. Up to ten (10) winners will be selected for each of the Formula 1 Grand Prix Championships.

ii. Prizes of the Championship Draws

Each winner of a Championship draw will receive, at random, one of the following prizes:

• One (1) Ferrari Scuderia cap or one (1) Ferrari umbrella.

The prizes of the Championship draws will be decided and awarded by Santander, the Participants do not have the power to decide which prize will be awarded to them.

7. Conditions applicable to the Promotion prizes

The prizes of the Promotion, i.e., all the Tests, are subject to availability at the time of delivery by Santander. In the event of unavailability or, for any other reason, the impossibility of delivering a specific prize to the winning Participants, Santander may substitute the prizes for others of equivalent value. The substitution of prizes will not entail any compensation in favour of the Participants concerned.

The non-cash prizes set out in these Legal Bases, or as substituted in accordance with the previous section, will not be exchangeable for cash prizes under any circumstances. Prizes are personal and non-transferable and will only be awarded to the Participants identified as winners of each Test in accordance with these Legal Bases.

Prizes may include trips and experiences. All arrangements and necessary steps to travel to the relevant destinations will be undertaken by and at the expense of the winner. In the event that it is necessary for the enjoyment of the prizes, the winner, within three (3) calendar days of being notified of the prize, must communicate the details that Santander may require to manage the awarding of the prize.

8. Communication of the Participants who have won the Promotion

Santander will notify the Participants who are winners of each of the Promotion Tests of the prize they have won using the contact details provided for the creation of the User Account for participation in the Promotion.

Following communication of the prize, the winning Participant must formally accept the prize that he/she has won using the same means of communication, in writing, within a maximum period of three (3) calendar days from the communication of the prize.

In any of the following cases, the status of winner and the right to receive the prize will pass to the Participant who has obtained the next highest result in the ranking of the corresponding Test. This Participant will also have a period of three (3) calendar days to accept it. The status of winner and the right to receive the prize will be reassigned in this manner, successively, until a Participant receives the prize within the aforementioned period. These cases include:

- 1. If the Participant deemed to be the winner does not accept the prize as specified in these Legal Bases.
- 2. If Santander is unable to locate the winning Participant using the details provided in the User Account creation process.
- 3. If Santander becomes aware that the winning Participant has not complied with any of the conditions of these Legal Bases.
- 4. If the winning Participant dies or in the event that the winning Participant's circumstances make it impossible for him/her to accept the prize.
- 5. If the winning Participant has been the subject of an international sanction or if the Participant has been sanctioned under anti-money laundering and counter-terrorist financing regulations.

9. Use of Social Networks and Image Rights

Regarding the Promotion, Participants must refrain from publishing any illicit or disrespectful content on their social media profiles, as well as any content that could damage the image or reputation of Santander, Formula 1 or any entity involved in the Promotion.

Santander may collect, store, process, handle, use and communicate the comments shared by Participants on their social media profiles for the purposes of the Promotion. Santander's use will be limited to the purposes necessary in the context of the Promotion for the proper management and monitoring of the participation in the Competitions and Draws, for the advertising of the Promotion and to comply with the objectives and purpose of the Promotion.

For the purposes of this Promotion, Participants expressly consent to the use of their name, nickname, identity and personal image ("**Personal Image**") by Santander for the purposes described above. This use may extend to the Permitted Territories for the Promotion, for the Duration of the Promotion and for a reasonable period of time after the end of the Promotion in furtherance of the aims and objectives of the Promotion. The use of the Personal Image

may include publication on the Internet, websites of Santander or third parties, social networks of Santander or third parties, and other similar media. Among other uses, Santander may publish the nickname of winning Participants on social media networks.

10. Fraud

In the event that Santander or any entity involved in the organisation, promotion and development of this Promotion detects any irregularity in the participation of a Participant or suspects that a Participant is impeding the normal course of his/her participation in this Promotion; for example, illegitimately altering his/her User Account creation or participation or that of third parties through any organisational, technical or IT means, in order to falsify his/her participation or that of third parties, it may unilaterally eliminate the registration of that Participant and exclude him/her from the Promotion.

11. Tax

Santander advises Participants that winning the prizes awarded in the Promotion will be subject to the tax and fiscal regulations applicable to their country of residence. The applicable regulations may impose declaration and taxation obligations on Participants as beneficiaries of the prizes. Participants must check the applicable legislation according to their personal circumstances and the circumstances of the prizes to be received and shall be obliged to comply with any tax or fiscal regulations.

Under Spanish tax regulations, as this is the territory where the Promotion is organised, Participants are informed for the purposes of their taxation and integration into their personal income tax (using the Spanish acronym "**IRPF**"), that the prize awarded for participation in the Promotion is considered a "capital gain not derived from the transfer of capital items". The prizes awarded for participation in games, competitions, raffles or random draws are subject to withholding or payment on account of the aforementioned taxes when the calculation base is greater than a certain value, which at the date of preparation of these Legal Bases is 300 euros.

Santander assumes the cost of the payment on account or the practice of the appropriate withholding for the delivery of the prize to the winning Participant, which will not be passed on to the prize winner. The rate of withholding or payment on account established at any given time by the legislation in force will be applied. Santander will make the corresponding withholding and payment on account in respect of the prize awarded and will issue the appropriate certificate to facilitate the Participant's compliance with his/her tax obligations, from the total amount of which the amount stated in the aforementioned certificate may be deducted as already paid.

The provision of the Participant's personal and fiscal data necessary for the delivery of the prize and the practice of the corresponding withholdings or payments on account is obligatory. The absence of any of the aforementioned data will result in the loss of the right to the prize awarded and its reallocation in accordance with the provisions of these Legal Bases.

Any other taxes or duties arising from the prize for the winning Participant, as well as all costs not specified in these Legal Bases, will be the sole responsibility of the Participant, irrespective of the applicable jurisdiction. Consequently, the Participants who are the winners are aware of the tax consequences of any kind that may arise from receiving the prize, and Santander assumes no liability whatsoever for this reason.

12. Liability

Santander shall be liable in accordance with applicable law for any damage or harm it causes to Participants through intent or gross negligence, as well as for any damage caused by negligence resulting in injury to life or health of persons.

Santander accepts no liability for possible losses, damage, theft, delays or any other circumstance attributable to third parties or to the functioning of the Internet and the systems used by the Participant, which may affect the carrying out of the Promotion, the prizes awarded in the same or the delivery of such prizes.

Santander does not provide any guarantee relating to the prizes awarded in this Promotion. Similarly, Santander is released from liability for any type of risk that may arise as a result of the enjoyment of the prizes.

13. Processing of personal data

In compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) as well as Organic Law 3/2018, of 5 December, on Data Protection and Guarantee of Digital Rights (LOPDGDD), Santander states that the data of the Participants that has been provided for the Promotion will be processed as stated in the corresponding Privacy Policy of the Promotion https://santanderlapzero.com?page=legal.

Participants, at the time of providing their personal data, represent and warrant that all personal data they provide to Santander is true and matches their identity.

Without prejudice to the processing described in the Promotion's Privacy Policy, Participants are informed that participation in the Promotion means that certain personal data included in the process of creating the User Account may be visible to other Participants for the purposes of ranking the results and identifying the winners. This data will include the Participant's moniker or nickname and the results achieved through participation in the Promotion, together with the Participant's position in the rankings.

14. Modification of the Promotion and the Legal Bases

Santander reserves the right to modify or cancel the Promotion in the course of the same if circumstances of force majeure or unforeseeable circumstances so require, as well as any other duly justified grounds that affect the correct and reasonable performance of the Promotion on the part of Santander.

Santander will publish the version of the Legal Bases in force at any given time, without prejudice to its right to carry out, at any time, the modifications, updates or changes it deems necessary in accordance with this section.

15. Deposit and publication of the Legal Bases

These Legal Bases are deposited and notarised before the Notary Public of the Ilustre Colegio de Madrid Gonzalo Sauca Polanco, with its office at Boadilla del Monte (Madrid) pulished in the Electronic Archive of Competition Bases (using its Spanish acronym, ABACO), a service of general interest offered by the General Council of Notaries and published at www.notariado.org/liferay/web/notariado/e-notario and shall be available for consultation by any person wishing to consult them at www.santanderlapzero.com.

Date: 16th May 2024.