

**LEGAL TERMS AND CONDITIONS FOR PARTICIPATION IN THE "KIMITEC"  
RAFFLE**

**1.- COMPANY ORGANISING THE RAFFLE**

The company "**AGROINDUSTRIAL KIMITEC, S.L.U.**" with registered office located in the municipality of V́icar, in the province of Almería, in Paraje Cerro de los Lobos, no number, Postal Code 04738, registered in the Company Registry of the province of Almería, in Volume 1.868, Sheet 195, Page AL-47.804 and provided with Tax ID (NIF/CIF) number **B04860672** (hereinafter "**the Organiser**"), has decided to carry out a promotional activity consisting of the "**KIMITEC**" Raffle (hereinafter, the "**Raffle**"), all in accordance with the provisions of these legal terms and conditions (hereinafter, the "**Terms and Conditions**").

This is a free Raffle, so it will not be necessary: (i) to be a customer of the Organiser, (ii) to pay any fee or amount, (iii) to acquire any ticket or (iv) to show any purchase ticket to be part of the Raffle.

The Raffle will be governed by these Terms and Conditions, which are available to all interested parties for easy and totally free access, with the only requirement for access being a click on the URL address contained on the following digital platforms of the Organiser: Facebook, Twitter, Instagram, LinkedIn, as well as on the website at [www.kimitec.com](http://www.kimitec.com).

**2.- PURPOSE OF THE RAFFLE:**

The purpose of the Raffle is to publicise and promote the corporate image of the Organiser, the consumption of its products and to gather information to improve its positioning in the market and customer satisfaction.

As it will be explained below, those who wish to participate in the Raffle will have to fill out an electronic form, in which certain information will be requested. Once this information has been collected and analysed by the Organiser, it will be used by the Organiser to detect the needs of its customers and to be able to offer them solutions in accordance with such needs.

**3.- DESCRIPTION OF THE PRIZES OFFERED:**

The prizes to be raffled, their market value and drawing dates will be as follows:

- April 2022: A 24 carat gold bar weighing **FIVE (5)** grams. The market price of the prize offered as of the effective date of these Terms and Conditions is **THREE HUNDRED SEVENTEEN EUROS (€317)**.
- May 2022: iPhone 13 128gb. The market price of the prize offered as of the effective date of these Terms and Conditions is **NINE HUNDRED NINE EUROS (€909)**.

- June 2022: iPad Air 256gb. The market price of the prize offered as of the effective date of these Terms and Conditions is **EIGHT HUNDRED FIFTY-SIX EUROS (€856)**.
- July 2022: Electric scooter: My Electric Scooter 3. The market price of the prize offered as of the effective date of these Terms and Conditions is **FOUR HUNDRED FIFTY-NINE EUROS (€459)**.
- August 2022: iPhone 13 128gb. The market price of the prize offered as of the effective date of these Terms and Conditions is **NINE-HUNDRED NINE EUROS (€909)**.
- September 2022: Smart TV Samsung 50" LED ULTRA HD 4K. The market price of the prize offered as of the effective date of these Terms and Conditions is **FOUR HUNDRED FIFTY-NINE EUROS (€459)**.
- October 2022: Apple Watch 45mm. The market price of the prize offered as of the effective date of these Terms and Conditions is **FOUR HUNDRED FIFTY-NINE EUROS (€459)**.
- November 2022: iPad Air 256gb. The market price of the prize offered as of the effective date of these Terms and Conditions is **EIGHT HUNDRED FIFTY-SIX EUROS (€856)**.
- December 2022: iPhone 13 128gb. The market price of the prize offered as of the effective date of these Terms and Conditions is **NINE-HUNDRED NINE EUROS (€909)**.
- January 2023: Smart TV Samsung 50" LED ULTRA HD 4K. The market price of the prize offered as of the effective date of these Terms and Conditions is **FOUR HUNDRED FIFTY-NINE EUROS (€459)**.
- February 2023: Electric scooter: My Electric Scooter 3. The market value is **FOUR HUNDRED FIFTY-NINE EUROS (€459)**.
- March 2023: iPad Air 256gb. The market price of the prize offered as of the effective date of these Terms and Conditions is **EIGHT HUNDRED FIFTY-SIX EUROS (€856)**.
- April 2023: 24 karat gold bar weighing one kilogram. The market price of the prize offered as of the effective date of these Terms and Conditions is **FIFTY-NINE THOUSAND EUROS (€59,000.00)**.

The above prizes to be raffled shall be collectively referred to hereinafter as the "**Prizes**". The Organiser shall not be liable for any increase or reduction in value that the Prizes may suffer after the date of drafting of these Terms and Conditions.

The Prizes awarded will not be transferable or subject to change, alteration or compensation at the request of the participants, and may not be exchanged for any other prizes or money.

In accordance with the foregoing, any fiscal or tax burden that the acceptance of the Prizes may entail, as well as any other expenses derived from the Raffle that are not expressly assumed by the Organiser in these Terms and Conditions, shall be borne exclusively by the winner.

In particular, the Organiser will not assume any cost for the shipment of the Prizes outside Spanish national territory; in the event that a person not residing in Spain is the winner, they will bear all the expenses that the shipment of the Prizes would entail.

#### **4.- TERRITORIAL SCOPE OF THE RAFFLE:**

It is hereby stated that this Raffle will be held exclusively in Andalusia, without prejudice to its international character, and this because it is a Raffle accessible to persons residing in Spain and abroad (hereinafter, the "**Territorial Scope**").

In addition to the foregoing, those who meet the requirements indicated below may participate in the Raffle, regardless of their place of residence and in accordance with the attendance procedure by telematic means to be determined later on.

#### **5.- TIME SCOPE OF THE RAFFLE:**

Regarding the time scope of the Raffle (hereinafter, the "**Time Scope**"), it should be noted that the period to participate in the Raffle will begin on April 26, 2022 at 00:00 (Spanish peninsular time) and will end on April 26, 2023 at 11:59 (Spanish peninsular time). The Raffle will be held on the 30th day of each of the months of the Raffle at 09:00 noon (Spanish peninsular time) at the Organiser's registered office by telematic means and will end at 09:30 noon on the 30th day of each of the months of the Raffle.

This being so, it is hereby expressly stated that those persons who do not fill out the relevant electronic form and/or do not comply with all the requirements set forth in these Terms and Conditions before the deadline indicated in the preceding paragraph, will not be entitled to participate in the Raffle.

#### **6.- APPLICABLE LEGISLATION:**

Notwithstanding the fact that the participants in this Raffle are of Spanish and foreign nationality, this Raffle will be governed solely and exclusively by Spanish law. Under no circumstances will the Organiser be responsible for the winner's compliance with their legal and tax obligations, either in Spain or in their country of origin.

#### **7.- COMMUNICATION:**

The Raffle will be communicated to the public by the Organiser through announcement on the Facebook, Twitter Instagram, LinkedIn platforms and on the [www.kimitec.com](http://www.kimitec.com) website. On them, participants will find the electronic form to be filled out in order to participate, the rules of participation and an access link to review these legal terms and conditions.

#### **8.- NOTARISATION:**

These Terms and Conditions will be deposited and notarised before Ms. Ana Angustias Sánchez Silvestre, notary of the Illustrious College of Notaries of Andalusia and published in the Electronic Archive of Competition Rules (ABACO), a service of general interest offered by the General Council of Notaries and accessible to everyone.

## **9.- REQUIREMENTS FOR PARTICIPATION:**

Any natural person of legal age who fills in the electronic form established on the website may participate in the Promotion [www.kimitec.com](http://www.kimitec.com). Minors and legally incapacitated persons are excluded from this Raffle.

A single file will be created with all the participants that meet each and every one of the requirements contemplated herein.

The identity of the winning participants may be verified through official documents (ID card, passport or driver's licence, tax card, notary documentation) at any time, including before and during the delivery of the Prizes.

Participants shall be solely responsible for the authorship and originality of the data provided, and the Organiser shall not be liable for any claims from third parties in relation thereto.

Participation in the Raffle implies full compliance with the Terms and Conditions.

## **10.- LIMITATIONS:**

Notwithstanding the provisions of point Nine, the following may not be considered as participants and, therefore, they may not be awarded prizes:

- Employees of the Organiser or of any of the companies of the "KIMITEC" group of companies, even when acting through third parties;
- Employees of partner companies, advertising agencies or promotion agencies or other companies involved in any way with the Raffle.
- Immediate family members (parents, siblings and children) of the persons included in the first point;
- The spouses of all persons included in the first and second points;
- Those persons who, at the sole discretion of the Organiser, are voluntarily or involuntarily prejudicing the conduct of the Raffle; and
- Participants who perform acts or make comments in any media that are unpleasant and are directed at the Raffle, other participants, the Organiser, its employees or any of its collaborators.
- Those persons who have been detected by the Organiser as fraudulently participating.
- Any participant who fills out the form with false, incorrect or incomplete information.
- Participants who have been eliminated or excluded from this or any other Raffle conducted by the Organiser.

If it becomes evident that any of the participants do not comply with the requirements set forth in these Terms and Conditions, or the data provided in order to participate or set forth on the form

are not valid, their participation will be considered null and void and they will be automatically excluded from the Raffle, losing all rights to the Prizes awarded by virtue of this Raffle.

In the event that Prizes are awarded to any person who is subject to any of the incompatibilities and prohibitions listed in this clause, the Prizes will automatically be denied, and must be returned to the Organiser within **FIFTEEN DAYS (15)** from the time they are requested by any means from the unduly awarded participant, the latter bearing all the costs and expenses that may arise from such return.

In the event that the unduly awarded participant does not return the prize or prizes received within the period indicated in the preceding paragraph, the Organiser shall have no other option but to exercise all legal actions that in law assist him/her to obtain the legitimate restitution thereof, as well as compensation for damages that the participant could, if any, cause, with all costs and expenses that may arise from legal proceedings that the Organiser initiates in accordance with the provisions of this paragraph being at the expense of the unduly awarded participant.

#### **11.- CONDITIONS FOR THE SELECTION OF THE WINNER:**

The Raffle will be held in the presence of a notary, and all participants who have filled out the form and who meet the requirements set forth herein will participate in the Raffle.

The Raffle can be followed live on the web <https://www.cool-tabs.com/en> and will comply with all the technical and legal requirements for its valid celebration.

The results will be published on the Organiser's website on the 30th day of each month of the Raffle period. The winner authorises that his/her user name be published on the web page, as well as in any of the official communication channels of the brand without this generating any right in his/her favour to receive any consideration whatsoever. In addition to the publication of the results on the KIMITEC website, the winner will receive a communication from KIMITEC via email to the email address provided by the participant.

The consecutive number of each winner will remain as a reserve, as well as the successive numbers in case the first reserve does not accept the Prizes. There will be a maximum of **THREE (3)** reserves for each winner.

The Organiser will contact the winner carrying out a maximum of **THREE (3)** contact attempts during **THREE (3)** consecutive days at different times via email, once the winner of the Raffle has been selected. If the winner is not located, the Prizes will be communicated to the next alternate and so on up to a maximum of **THREE (3)** reserves.

In the event that the winner or alternates, in turn, were not located for reasons beyond the control of the Organiser, did not accept or renounce the Prizes, the Prizes will not be awarded.

## **12.- DELIVERY OF THE PRIZES**

Once the winner of each prize has been located and the prize has been accepted by the corresponding winner, the Organiser will request via e-mail the postal address to which the prize shall be shipped. As provided in Article 3, under no circumstances shall the Organiser bear the shipping costs and expenses for the delivery of the prizes outside Spanish territory; therefore, any expenses or fees derived from the shipping or reception of the prizes outside Spanish territory will fall under the sole responsibility of the winner.

Once the prize has been shipped to the address provided by the winner, whether it is located within national territory or not, the Organiser will keep a proof of shipment for the purpose of demonstrating that the shipping has been carried out, and under no circumstances may the Organizer be made responsible for the loss, deterioration, lack of shipping or defective shipping of the Prizes. Any claim in that sense will be made directly by the winner to the carrier entrusted with the shipping.

## **13.- TAXATION APPLICABLE TO PRIZES:**

The Organiser shall be subject to the Spanish legislation in force and other concordant provisions regarding taxes and duties applicable to the Prizes.

In accordance with the regulations in force, participants are informed that the prizes awarded will be subject to the withholding rate established at all times by the applicable legislation in force, in terms of Personal Income Tax and Corporate Income Tax, depending on the nature of the winner; and in accordance with the international double taxation agreements signed by Spain and non-resident income tax regulations in the event that the beneficiary is a non-resident person or entity.

The fiscal repercussions that obtaining the Prizes may have on the winner's taxation will be the sole responsibility of the winner, the Organiser being completely exonerated from any responsibility.

## **14.- IMAGE RIGHTS**

Participants irrevocably and arbitrarily authorise the Organiser to reproduce, use and disseminate their name, surname, address and image in any advertising and/or promotional activity for processing through any system and support that enables the fixing, insertion, dissemination, reproduction, disclosure, communication and public exploitation of the design obtained together with the image of the Organiser, all without any time or territorial

limitation and without giving rise to any remuneration or consideration to be paid by the Organiser. Participants may contact the Organiser to request the revocation of such authorisation at any time and without the need to invoke just cause.

For these purposes, the references made to any "system and support" should be interpreted in an extensive manner to any medium that enables the fixation, reproduction, distribution and public communication of the image and voice of the assignor (including but not limited to the press, television, cinema, Internet, mobile devices, etc.) to use the design of the images and voice, in all types of advertising activities such as presentations and events organised by the Organiser.

The authorisation includes all rights of reproduction, transformation, distribution and public communication of the recording or images captured, without limitation of time or territory, unless expressly revoked by the participant. The effective delivery of the prizes will be conditioned on the winner or winners complying with the conditions specified in these Terms and Conditions.

#### **15.- LIABILITY WAIVER**

By way of example, but not limited to, the Organiser shall not be responsible for possible losses, deterioration, theft, delays or any other circumstance attributable to third parties or the Internet that may affect the participation or the development of the Raffle or the enjoyment of the Prizes. Nor shall it be responsible for the use made by the winners with respect to the Prizes obtained from this Raffle, and takes no responsibility for any damage or harm of any kind that may be suffered by participants, winners or third parties.

The Organiser will not assume responsibility in cases of force majeure or fortuitous event that could prevent the realisation of the Raffle or the total or partial enjoyment of the Prizes. In the event that this Raffle cannot be carried out, either due to fraud detected therein, technical errors, or any other reason that is not under the control of the Organiser and that affects the normal development of the Raffle, we reserve the right to cancel, modify, or suspend the Raffle, giving prior notice in legal form.

#### **16.- PROTECTION OF PERSONAL DATA**

In accordance with Regulation (EU) 2016 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, the Organiser with registered office for these purposes in the municipality of V́icar, in the province of Almería, located at Paraje Cerro Lobos, no number, Postal Code 04738, will process your data for the following purposes:

- To manage your participation in the Raffle in question, the conduct of the Raffle, the designation of the Raffle winners and the awarding of the Prizes.

- To answer any questions regarding the Raffle in question.

Personal data will be kept for the time necessary to carry out the aforementioned purposes for which the information was collected. In the case of sending commercial communications, your data will be kept until you revoke your consent.

All personal data requested is mandatory (unless otherwise specified in the field) to fulfil the established purposes, so that refusal to provide such data or the incorrectness thereof will make it impossible to manage your participation in the Raffle.

The processing of the participant's data by the Organiser to carry out the management of his/her participation in this promotional action, to attend to any query he/she may have regarding the Promotion in question is based on the consent given at the time of participation in the Raffle.

Consent may be revoked at any time. However, should you withdraw your consent to manage your participation in the Raffle, please note that we will not be able to manage your participation, which will result in the loss of your status as a participant in the Raffle.

In addition, we inform you that the withdrawal of your consent will not affect the lawfulness of the processing previously carried out. The granting of consent and, where appropriate, the revocation of consent will be managed individually for each of the purposes indicated.

Likewise, database management service providers, promotional action management service providers will have access to the data provided by the interested party in order to carry out the Raffle and the selection of the winner thereof, as well as banks and financial institutions, Public Administrations, Judges and Courts for the cases provided for by law.

The participant guarantees that the data provided, if any, are true, accurate, complete and up to date, being responsible for any damage or loss, direct or indirect, that may be caused as a result of the breach of such obligation.

In the event that the data provided, if any, belong to a third party, the participant guarantees that he/she has informed said third party of the aspects contained in these Terms and Conditions and has obtained his/her authorisation to provide his/her data to the Organiser for the aforementioned purposes.

The participant will be entitled to:

- Revoke the consent given.
- Obtain confirmation about whether the Organiser is processing personal data concerning you or not.
- Access your personal data.
- Rectify inaccurate or incomplete data.

- Request the deletion of your data when, among other reasons, the data is no longer necessary for the purposes for which it was collected.
- Obtain from the Organiser the limitation of data processing when any of the conditions provided for in the data protection regulations are met.
- Request the portability of your data.
- Oppose the processing of your data.

In order to exercise the above rights you must send a written communication to the offices of the Organiser located in the municipality of Vicar, in the province of Almeria, located in Paraje Cerro Lobos, no number, Postal Code 04738 or to the email address [info.marketing@kimitec.com](mailto:info.marketing@kimitec.com) attaching a copy of your ID card or equivalent identifying document and specifying the right you want to exercise.

Likewise, the participant may complain to the Spanish Data Protection Agency, at the address calle Jorge Juan, number 6, C.P. 28001, Madrid or through its official website [www.aepd.es](http://www.aepd.es) when he/she considers that the Organiser has violated his/her data protection rights.

Notwithstanding the foregoing, the data subject may contact the Organiser's Data Protection Officer at the following e-mail address [info.marketing@kimitec.com](mailto:info.marketing@kimitec.com).

#### **17.- JURISDICTION AND VENUE:**

In the event of any controversy and/or divergence in relation to the interpretation and/or application of the provisions contained in these Terms and Conditions or the Raffle, the Judges and Courts of the city of Almeria will be competent to hear the matter.

The participants agree to the choice of jurisdiction, expressly waiving any other jurisdiction that may legally correspond to them.