

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

**1.- COMPANY ORGANIZING THE DRAW:**

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 **B04612909** (hereinafter "**the Organizer**"), has decided to carry out a promotional activity consisting of the "**KIMITEC**" Draw (hereinafter, the "**Draw**"), all in accordance with the provisions included in these legal terms and conditions (hereinafter, the "**Terms and Conditions**").

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

The Draw 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 Organizer: Facebook, Twitter, Instagram, LinkedIn, and the website [www.kimitec.com](http://www.kimitec.com).

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

The purpose of the Draw is to publicise and promote the corporate image of the Organizer, the consumption of its products and to gather information to improve its positioning on the market, as well as the satisfaction of its customers.

As it will be explained below, those who wish to participate in the Draw will need to fill out an electronic form, in which certain information will be requested. Once this information has been collected and analyzed by the Organizer, it will be used by the Organizer 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 that will be drawn, their market value and the 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: Mi 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 is offered on 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 is offered on the effective date of these Terms and Conditions is **FOUR HUNDRED FIFTY-NINE EUROS (€459)**.
- November 2022: June 2022: iPad Air 256gb. The market price of the prize is offered on 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 is offered on 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 is offered on 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: June 2022: iPad Air 256gb. The market price of the prize is offered on the effective date of these Terms and Conditions is **EIGHT HUNDRED FIFTY-SIX EUROS (€856)**.
- May 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 TWENTY-NINE EUROS (€429)**.
- August 2023: Smart TV Samsung 50" LED ULTRA HD 4K. The market price of the prize is offered on the effective date of these Terms and Conditions is **FOUR HUNDRED FIFTY-NINE EUROS (€459)**.
- November 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 TWENTY-NINE EUROS (€429)**.
- January 2024: Smart TV Samsung 43" Crystal UHD 2023 43CU7105. The market price of the prize offered as of the effective date of these Terms and Conditions is **THREE HUNDRED THIRTY-NINE EUROS (€339)**.
- February 2024: Echo Show 8 (3rd generation), 2023 model. The market price of the prize offered as of the effective date of these Terms and Conditions is **ONE HUNDRED SIXTY-NINE EUROS AND NINETY-NINE CENTS (€169.99)**.
- March 2024: Xiaomi Pad 6 Tablet 11 Inch 8GB+128GB Resolution 2880 \* 1800, 144hz Display, Battery 8840mAh, WiFi, Gravity Gray. The market price of the prize offered

as of the effective date of these Terms and Conditions is **THREE HUNDRED THIRTY EUROS AND THIRTY-FOUR CENTS (€330.34)** .

- April 2024: Kindle Paperwhite Signature Edition (32 GB). The market price of the prize offered as of the effective date of these Terms and Conditions is **ONE HUNDRED EIGHTY-NINE EUROS AND NINETY-NINE CENTS (€189.99)** .
- May 2024: Apple AirPods Pro (2nd generation) with charging case MagSafe (USB C). The market price of the prize offered as of the effective date of these Terms and Conditions is **TWO HUNDRED FORTY-FIVE EUROS (€245)** .
- June 2024: Amazon eGift Card. The market price of the prize offered as of the effective date of these Terms and Conditions is **TWO HUNDRED EUROS (€200)** .
- July 2024: Fitbit Charge 6 AMOLED Bracelet connecté Noir. The market price of the prize offered as of the effective date of these Terms and Conditions is **ONE HUNDRED FIFTY-NINE EUROS AND NINETY-FIVE CENTS (€159.95)** .
- August 2024: Smartwatch SAMSUNG Galaxy Watch 6, 44 mm, Bluetooth, Graphite, SM-R940NZKAEUE. The market price of the prize offered as of the effective date of these Terms and Conditions is **TWO HUNDRED NINETY-FOUR EUROS AND NINETY-NINE CENTS (€294.99)** .
- September 2024: Smart TV Samsung 43" Crystal UHD 2023 43CU7105. The market price of the prize offered as of the effective date of these Terms and Conditions is **THREE HUNDRED THIRTY-NINE EUROS (€339)** .
- October 2024: Xiaomi Pad 6 Tablet 11 Inch 8GB+128GB Resolution 2880 \* 1800, 144hz Display, Battery 8840mAh, WiFi, Gravity Gray. The market price of the prize offered as of the effective date of these Terms and Conditions is **THREE HUNDRED THIRTY EUROS AND THIRTY-FOUR CENTS (€330.34)** .
- November 2024: Echo Show 8 (3rd generation), 2023 model. The market price of the prize offered as of the effective date of these Terms and Conditions is **ONE HUNDRED SIXTY-NINE EUROS AND NINETY-NINE CENTS (€169.99)** .
- January 2025: 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 **SIXTY THOUSAND EUROS (€60,000)** .

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

The Prizes awarded will not be transferable or subjected 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 Draw that are not expressly assumed by

the Organizer in these Terms and Conditions, shall be borne exclusively by the winner.

In particular, the Organizer 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 DRAW:**

It is hereby stated that this Draw will be held exclusively in Andalusia, without prejudice to its international character, since it is a Draw 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 Draw, 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 DRAW:**

Regarding the time scope of the Draw (hereinafter, the "**Time Scope**"), it should be noted that the period to participate in the Draw will begin on April 26, 2022 at 00:00 (Spanish peninsular time) and will end on January 8, 2025 at 11:59 (Spanish peninsular time). The Draw will be held on the 30th day of each of the months of the Draw at 09:00 (Spanish peninsular time) at the Organizer's registered office and by telematic means, and will end at 09:30 on the 30th day of each of the months of the Draw. For the appropriate purposes, it is expressly indicated that, should the time scope of the Draw overlap with a non-working day, it will be postponed to the following business day.

As an exception to the aforementioned conditions, the Draw for the last prize (gold bar) will be held on January 9, 2025 at 09:00 (Spanish peninsular time) at the Organizer's registered office and by telematic means, and will end at 09:30 on that same day, January 9, 2025.

This being so, it is hereby expressly stated that those persons who do not fill in 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 Draw.

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

Notwithstanding the fact that the participants in this Draw are of Spanish and foreign nationality, this Draw will be governed solely and exclusively by Spanish law. Under no circumstances will the Organizer 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 Draw will be communicated to the public by the Organizer through announcement on the Facebook, Twitter Instagram, LinkedIn platforms and on the [www.kimitec.com](http://www.kimitec.com) website. On those platforms, participants will find the electronic form to be filled out in order to participate, the rules of participation and a link to access these legal Terms and Conditions.

#### **8.- NOTARIZATION:**

These Terms and Conditions will be deposited and notarized 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 [www.kimitec.com](http://www.kimitec.com) may participate in the Promotion. Minors and legally incapacitated persons are excluded from this Draw.

For the appropriate purposes, it is expressly indicated that there is no maximum number of participations per participant. That is, each participant may participate in as many draws as they like. The participation of a participant in the Draw for a particular prize will not prevent them from continuing to participate in the Draw for the rest of the prizes, as long as they meet the requirements established in these Terms and Conditions.

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 Organizer shall not be liable for any claims from third parties in relation thereto.

Participation in the Draw 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 Organizer or of any of the companies comprising the "KIMITEC" group, even when acting through third parties;
- Employees of partner companies, advertising agencies or promotion agencies or other companies involved in any way with the Draw.
- 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 Organizer, are voluntarily or involuntarily interfering with the execution of the Draw.
- Participants who perform acts or make comments in any media that are unpleasant and are directed at the Draw, other participants, the Organizer, its employees or any of its collaborators.
- Those persons who have been detected by the Organizer 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 Draw conducted by the Organizer.

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

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 by any means to the Organizer within **FIFTEEN DAYS (15)** from the time they are requested 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 Organizer 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 cause, if any, and all costs and expenses that may arise from the legal proceedings that the Organizer 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 Draw will be held in the presence of a notary, and all participants who have filled in the form and who meet the requirements set forth herein will participate in the Draw.

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

As an exception to the aforementioned conditions, the prizes corresponding to the months of January 2024, February 2024, March 2024, April 2024, May 2024, June 2024, July 2024, August 2024, September 2024, October 2024 and November 2024 will not be awarded in the presence of a notary.

Be it as it may, the results will be published on the Organizer's website on the 30th of each month of the Draw period. The winner authorizes 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 compensation whatsoever. In addition to the publication of the results on the KIMITEC website, the winner will receive a communication from KIMITEC via e-mail to the e-mail address provided by the participant.

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

The Organizer will make a maximum of **THREE (3)** contact attempts with the winner during **THREE (3)** consecutive days at different times via e-mail, once the winner of the Draw 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)** reserve candidates.

In the event that the winner or alternates, in turn, were not located for reasons beyond the control of the Organizer, or they did not accept or renounced 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 Organizer will request via e-mail the postal address to which the prize will be shipped. As provided in Article 3, under no circumstances shall the Organizer 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 Organizer 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 Organizer 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 the obtaining of the Prizes may have on the winner's taxation will be the sole responsibility of the winner, the Organizer being completely exonerated from any responsibility.

### **14.- IMAGE RIGHTS:**

Participants irrevocably and without compensation authorize the Organizer to reproduce, use and disseminate their name, surname, address and image in any advertising and/or promotional activity for processing through any systems and media that enable the fixing, insertion, dissemination, reproduction, disclosure, communication and public exploitation of the design obtained together with the image of the Organizer, all without any time or territorial limitation and without giving rise to any remuneration or compensation to be paid by the Organizer. Participants may contact the Organizer to request the withdrawal of such authorization at any time and without the need to claim just cause.

For this purpose, the references made to any "systems and media" 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.), and the use of the design of the images and voice in all types of advertising activities such as presentations and events organized by the Organizer.

The authorization includes all rights of reproduction, transformation, distribution and public communication of the recording or images captured, without limitation of time or territory, unless expressly withdrawn 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 Organizer 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 execution of the Draw, or the enjoyment of the Prizes. Nor will it be responsible for the use made by the winners with respect to the Prizes obtained from this Draw, and takes no responsibility for any damage or harm of any kind that may be suffered by participants, winners or third parties.

The Organizer will not assume responsibility in cases of force majeure or fortuitous events that could prevent the execution of the Draw or the total or partial enjoyment of the Prizes. In the event that this Draw cannot be carried out, either due to fraud detected therein, technical errors, or any other reason that is not under the control of the Organizer and that affects the normal development of the Draw, we reserve the right to cancel, modify, or suspend the Draw, 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 Organizer with registered office for these purposes in the municipality of V́icar, in the province of Almeŕa, located at Paraje Cerro Lobos, no number, Postal Code 04738, will process your data for the following purposes:

- To manage your participation in the Draw in question, the execution of the Draw, the designation of the Draw winners and the awarding of the Prizes.
- To answer any questions regarding the Draw 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 withdraw your consent.

All personal data requested are 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 Draw.

The processing of the participant's data by the Organizer to manage his/her participation in this promotional action and the answer to any queries he/she may have regarding the Promotion in question are based on the consent given at the time of participation in the Draw.

Consent may be withdrawn at any time. However, should you withdraw your consent to manage your participation in the Draw, 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 Draw.

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 withdrawal of consent will be managed individually for each of the purposes indicated.

Likewise, database management service providers and promotional action management service providers will have access to the data provided by the interested party in order to execute the Draw and select the winner, as well as banks and financial institutions, Public Administrations, Judges and Courts, in 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 contents of these Terms and Conditions, and has obtained his/her authorization to provide his/her data to the Organizer for the aforementioned purposes.

The participant will be entitled to:

- Withdraw the consent given.
- Obtain confirmation about whether the Organizer is processing personal data concerning him/her or not.
- Access his/her personal data.
- Rectify inaccurate or incomplete data.
- Request the deletion of his/her data when, among other reasons, the data are no longer necessary for the purposes for which they were collected.
- Obtain from the Organizer the limitation of data processing when any of the conditions provided for in the data protection regulations are met.
- Request the portability of his/her data.
- Oppose the processing of his/her data.

In order to exercise the above rights you must send a written communication to the offices of the Organizer located in the municipality of Vicar, in the province of Almeria, located in Paraje Cerro Lobos, no number, Postal Code 04738 or to the e-mail 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 Organizer has violated his/her data protection rights.

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

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

In the event of any controversy and/or disagreement regarding the interpretation and/or application of the provisions contained in

these Terms and Conditions or the Draw, 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.