

**TERMS AND CONDITIONS FOR THE “ANNIVERSARY PALLADIUM REWARDS – EXPERIENCES”
CONTEST**

by **PALLADIUM GESTIÓN, S.L.U.**, 25 October 2021

1. Company organizing the contest

PALLADIUM GESTIÓN, S.L.U., with registered address at Avda. de Bartolomé Roselló, 18; 07800 Ibiza, Balearic Islands (Spain), with tax ID B-16.652.760 (hereinafter “**Palladium**”) is organizing a contest called **ANNIVERSARY PALLADIUM REWARDS – EXPERIENCES** (hereinafter the “**Contest**”) governed by these terms and conditions, in order to promote the loyalty of members of the program known as Palladium Rewards, a program which rewards stays and services used by members at Palladium or group hotels, by assigning points which can be exchanged for stays and services at these hotels (the “**Program**”).

2. Scope, requirements, and Contest process

The Contest will take place between 01:00 on 25 October 2021 and 24:00 on 4 November 2021 (“**Participation Period**”).

It can take part in the Contest any member of the Program that accesses to Program site, identifies as member and completes the matching pairs game available in the *easypromosapp* platform (the “**Challenge**”) to which the Participant will be redirected if he/she chooses the option to participate in the Contest shown in the Program’s member private space (the “**Participants**” and individually the “**Participant**”)¹.

3. Selection of the winners

During the Participation Period the *easypromosapp* platform will record the results and timings of each Participant in the daily Challenge. It will be considered winner of the Challenge the Participant who following the instructions of the Challenge, displayed once he/she accepts to participate, would obtain more successes spending as less timing as possible, according to the daily records of *easypromosapp* platform.

The Participant that wins a daily Challenge can participate in the Challenge to be held in the remaining days of the Participation Period, however, he/she will not be considered as winner or alternate of a Challenge passed in a different day from that one in which he/she has been considered winner for the first time.

¹ *Employees of Palladium Gestión, S.L.U. or of the companies belonging to its business group, their spouses, siblings, and first-degree relatives by blood or adoption, cannot participate in the Contest.*

Within a maximum period of ten (10) calendar days as of the end of the Participation Period, Palladium will contact the winner of the daily Challenge through the email registered in the database of the Program to inform him/her about the results.

4. Prize – General Terms

The winner of the daily Challenge, according to the records of *easypromosapp* platform, will receive the Rewards Points that will be daily in play according to the breakdown shown below (the “Prize”), that may be redeemed in stays and services in any place accepting Rewards Points or, alternatively, if deemed appropriate by the winner, in packages of experiences whose content will depend on the number of points at play each day of the of the Contest:

Date	Amount of Rewards Points	Experience suggested ²
25/10/2021	354.000 points	Hard Rock - BE A ROCK STAR
26/10/2021	432.500 points	TRS – ADULTS ONLY LUXURY
27/10/2021	480.500 points	Boutique Hotels - RELAX & CHILL
28/10/2021	515.000 points	Grand Palladium – FAMILY VACATIONS
29/10/2021	188.000 points	Only You – URBAN CHIC
30/10/2021	218.800 points	Fiesta
31/10/2021	132.500 points	Palladium – EXCLUSIVE VACATIONS
01/11/2021	50.000 points	Ayre – URBAN CONFORT
02/11/2021	272.000 points	Ushuaia - HI CLUBBERS
03/11/2021	480.500 points	Bless - HEDONISTIC LUXURY
04/11/2021	150.000 points	Real Madrid

(the “Prize”).

The Prize will be transferred to each winner's account in Palladium Rewards account within a maximum period of 30 calendar days from the end of the Participation Period (‘Prize Delivery Period’). The Rewards point transferred as Prize will be valid Twelve months (12) as of the transfer date to the winners’ account. The Rewards Points not redeemed by the inner within said twelve (12) months will be automatically deleted form his/her Program’s account.

If any winner has unsubscribed as a member of the Program prior to (i) being notified as the winner, (ii) the end of the Prize Delivery Period, the Prize will be awarded the daily second place of the Challenge according to the records of *easypromosapp* platform and, if the latter has also unsubscribed from the Program prior to the situations described in points (i) and (ii), the Prize

² Experiences are subject to availability depending on dates. The content of the experiences may vary depending on the availability of the items that comprise them. The content of each suggested experience will be displayed to the winner by Palladium when inform him/her about the results of the Contest.

will be awarded to the third place and *so on*. This procedure will also apply if there is an error in the details provided by the Participant resulting winner that prevents his/her identification or location.

5. Reservations and limitations

Palladium will not be held liable for any mistake in the details provided by the Participants which prevent the winners from being identified or located.

Palladium will not be held liable for damage of any kind which could occur if the systems used to take part in the Contest and/or allowing its development and/or conclusion are unavailable or not continually available, including but not limited to the inability to access the web systems and platforms used for this purpose.

Palladium reserves the right to justifiably remove any Participant who commits fraud or alters or impedes the proper normal legal functioning of the Program and/or Contest.

Palladium reserves the right to shorten, extend, amend, or cancel the Contest if exceptional circumstances arise which prevent it from being held or continued. The Program users will be informed of this eventuality.

Palladium will not be liable for cases of force majeure that may prevent the winners from enjoying all or part of their Prize.

6. Data protection

For the purposes of current regulations regarding personal data protection, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and Organic Law 3/2018 of 5 December regarding Personal Data Protection and safeguarding digital rights, Contest participants are informed that their data could be processed by Palladium Gestión, S.L.U. as data controller; with registered address at Avda. Bartolomé Roselló, 18, Ibiza, Balearic Islands (Spain).

The data of Contest Participants will be the identification details needed to participate in the Contest.

The purpose of this processing is to manage the Contest, as well as deliver the Prize, and the lawful basis is the consent given when the data subject accepts these terms and conditions and takes part in the Contest.

As a rule, their data will not be transferred to third parties unless legally required by:

- the National Tax Authorities to comply with tax obligations relating to the Contest, if

applicable,

- the administrative authorities, which might require it with regards to compliance with the data controller's legal requirements or proceedings potentially opened in relation to participant claims, as well as
- the relevant legal authorities.

Participant data will be retained during the Contest. Once the Contest ends, it will be kept for the period required to respond to any claims.

Winners and alternates data, including where their selection is ultimately unsuccessful, will be kept for the period required to manage delivery of the Prize, publication of Contest results and to comply with legal, tax and administrative requirements linked to the Contest. After the Contest, it will be kept for the legally required periods, and specifically for the statute of limitations required for potential tax and administrative liability, as well as legal actions which could arise therefrom and due to the promotion.

The Participants can exercise their rights to access, rectify, delete, transfer, restrict processing or, where applicable, object to processing, as well as revoke their consent.

To exercise these rights, they must write to the address indicated above or the email address rgpd@palladiumhotelgroup.com. They must specify which rights they wish to exercise and also send a photocopy of their national ID or equivalent identity document. If acting through a legal or voluntary representative, this person must also provide an identity document and document proving this representation.

Moreover, if they believe that their right to personal data protection has been infringed, they can file a complaint with the Spanish Data Protection Agency (AEPD) (www.aepd.es).

7. Acceptance of the terms and conditions

The Participant accepts these terms and conditions by expressly accepting its participation in the Contest.

8. Claims period

Claims of any kind regarding the Contest and these terms and conditions must be filed within THIRTY (30) calendar days from the end date of the Prize Delivery Period. Once this period has ended, no claims will be accepted.

9. Law and jurisdiction

These terms and conditions are governed by Spanish common law. For any queries which could

arise regarding their interpretation, the parties will refer to the jurisdiction of the courts and tribunals of Ibiza, Balearic Islands (Spain), expressly waiving any other applicable jurisdiction.

IMPORTANT NOTICE: Due to an incident in the systems used to hold the Contest which has prevented Participants from accessing the Challenges on 2, 3 and 4 November until 16:00 hours, the Contest will be extended until 5 November at 16:00 hours. Those who wish to participate may do so from 16:00 on 4 November by accessing the Program portal, identifying themselves as members of the Program, and completing one of the three (3) Challenges on the *easypromosapp* platform that will be available.

The Winner of each of the three (3) Challenges will receive the Rewards Points that were at play in each of the three (3) Challenges. These points may be exchanged for accommodation and consumption in any establishment that accepts Rewards Points or, alternatively, if the winner deems it appropriate, in the experiences detailed below:

Challenge's name	Amount of Rewards Points	Experience suggested³
Fiesta	218.800 points	Fiesta
Palladium	132.500 points	Palladium – EXCLUSIVE VACATIONS
Ayre	50.000 points	Ayre – URBAN CONFORT

³ Experiences are subject to availability depending on dates. The content of the experiences may vary depending on the availability of the items that comprise them. The content of each suggested experience will be displayed to the winner by Palladium when inform him/her about the results of the Contest.