

COMPETITIONS AND PROMOTIONS POLICY

1.- Organiser

Competitions, prize draws, promotional campaigns, special offers, incentive experiences and any other promotional activities offered via the digital platform will be organised by DRIVEX STUDIOS, S.L., with tax identification number B26691774 and registered office at Calle Valle del Roncal nº 88, 28660 Boadilla del Monte, Madrid, Spain (hereinafter, the “Organiser” or “DriveX **Studios**”).

Unless expressly stated otherwise, any reference to competitions or promotions in this policy shall collectively include competitions, prize draws, commercial promotions and promotional activities accessible via the Organiser’s website, app or digital platforms.

2.- Purpose and acceptance of the policy

The purpose of this policy is to regulate, in general terms, the conditions of access, participation, conduct, validation, awarding of prizes, limitations, liabilities and processing of personal data applicable to the competitions and promotions organised by DriveX Studios on the DriveX Studios platform, accessible via the website www.drivexstudios.com or any other digital channel linked to the brand.

Participation in any competition or promotion implies that you have read, understood and accepted this policy, as well as, where applicable, the specific conditions applicable to each promotional activity, which will be set out in the **specific Terms and Conditions** of each competition or promotion. In the event of any conflict between this policy and the specific conditions of a particular competition or promotion, the latter shall prevail in matters specific to that particular activity.

3.- Promotional nature.

The promotions governed by this clause shall be strictly of an advertising or promotional nature, without constituting, in principle, a gambling activity other than the random combinations permitted by the applicable regulations, provided that participation is free of charge or does not entail any surcharge, additional fee or specific payment required to obtain a chance of winning a prize, beyo , other than the ordinary purchase of the promoted good or service under the legally permitted terms.

Where the mechanics of the promotion, its territorial scope or its specific configuration require prior notification, administrative authorisation, the filing of terms and conditions, notarial intervention or any other formality, **Drivex Studios** or the relevant organiser must comply with this prior to the commencement of the promotion.

4.- Need for specific legal terms and conditions.

Every promotion must have specific legal terms and conditions that are accessible, comprehensible and permanently available for the duration of the promotion and, at least, for the period during which complaints are being handled.

The terms and conditions must include, as a minimum:

1. The organiser's identification.
2. The geographical scope of the promotion.
3. The start and end dates.
4. The eligibility criteria.
5. The process for selecting winners.
6. A detailed description of the prizes.
7. Restrictions, grounds for exclusion and circumstances leading to disqualification.
8. The applicable tax regime.
9. The processing of personal data.
10. The procedure for notification, acceptance and delivery of the prize.
11. The rules governing amendments, suspension or cancellation of the promotion.
12. The channel and deadline for making claims.

5.- Territorial scope and eligible countries

Unless the specific terms and conditions of each competition or promotion provide otherwise, as a general rule, residents of **Spain, France, Italy, Belgium, Switzerland**

and the United Kingdom may participate, provided they meet the eligibility requirements set out in this policy and in the regulations applicable in their place of residence.

DriveX Studios reserves the right to limit, restrict or exclude participation from certain countries, territories or jurisdictions where necessary for legal, regulatory, tax, logistical, operational or compliance reasons.

6.- Eligibility requirements

Participation in competitions and promotions is restricted to individuals who cumulatively meet the following requirements:

- be over eighteen (18) years of age;
- have sufficient legal capacity to participate and, where applicable, to accept the prize;
- have a valid user account on the platform, where required;
- provide accurate, complete and up-to-date information;
- comply with the general, specific, technical and territorial conditions applicable to the relevant promotional campaign.

Participation shall always be personal and non-transferable. Unless expressly authorised otherwise, the same person may not participate on behalf of third parties or use other people's identities, fictitious profiles, duplicate accounts or automated mechanisms.

7.- Verification of identity, age and residence

DriveX Studios may, at any time and both during participation and prior to the final awarding of the prize, require the provision of documentation or additional information intended to verify the participant's identity, age, residence, ownership of the user account, the legitimacy of the means of participation, or any other relevant matter to confirm the participant's eligibility.

To this end, the Organiser may request, amongst other things:

- official identity document;
- proof of residence;
- proof of age;
- any additional documentation reasonably necessary to validate the entry.

Failure to provide valid documentation within the specified timeframe, where applicable, or the provision of inconsistent, incomplete, incorrect or allegedly false information, may result in the participant's exclusion or the cancellation of the prize.

8.- Rules of entry and selection of winners

The rules of participation, duration, schedule, number of entries accepted, selection criteria, number of winners, description of the prize, estimated value, restrictions and any specific rules for each competition or promotion will be set out in the information sheet, webpage, publication or digital space provided for this purpose.

Winners may be selected, depending on the nature of the promotional campaign:

- by random draw;
- by an automated process;
- by means of previously communicated objective criteria;
- under the supervision of a public notary, notary public or other qualified third party, where required by applicable regulations or the Organiser's operating procedures.

The decision of the Organiser, or of the third party appointed to validate the process, shall be binding within the framework established in the applicable terms and conditions and without prejudice to the participants' legally recognised rights.

9.- Notification, validation and acceptance of the prize

Winners may be contacted via the details associated with their user account, the email address provided, the telephone number given or any other contact channel linked to their entry.

Prior to the final award of the prize, **DriveX Studios** may require full verification of the winner's identity, age, residence and compliance with the requirements set out in this policy and in the specific terms and conditions of the competition or promotion.

The selected participant must expressly accept the prize within the period set out in the legal terms and conditions or, failing that, within **five working days** of receiving reliable notification of their status as a winner.

Failure to respond within the deadline, express renunciation, inability to contact the winner for reasons not attributable to **DriveX Studios**, submission of incomplete documentation or failure to comply with the terms and conditions will result in the automatic forfeiture of the right to the prize, and a substitute may be appointed or the prize declared void, as provided for in the terms and conditions.

10.- Prizes, delivery and conditions of use

Prizes may consist of, amongst other things, motor vehicles, trips, items of value, exclusive experiences, premium services, digital access or any other goods, benefits or services described in each competition or promotion.

Unless expressly stated otherwise, prizes are not exchangeable for cash, cannot be exchanged, altered or compensated at the winner's request, and are personal and non-transferable.

11.- Prize delivery and conditions of use.

The awarding of the prize shall be subject to:

1. The final validation of the winner.
2. The express acceptance of the prize.
3. Compliance with legally required documentary and tax obligations.
4. The absence of any legal prohibition or supervening material impossibility.

Where the prize consists of goods, services, experiences, discounts, licences, subscriptions, digital content, travel, invitations, promotional benefits or any other non-monetary benefit, its enjoyment shall be subject to the supplier's specific terms and conditions, availability, schedule, expiry, territorial limitations, technical restrictions and any other applicable requirements.

12. Replacement, modification or substitution of the prize.

If, for reasons beyond the control of **Drivex Studios**—including technical, logistical, operational, regulatory, supplier-related or force majeure issues—it is not possible to award the prize originally intended, the organiser may substitute it with another prize of substantially equivalent characteristics or of equal or greater value, unless the terms and conditions expressly exclude such a possibility.

The substitution shall not entitle the winner to any additional compensation, provided that the objective equivalence of the prize is maintained and the winner is not disproportionately disadvantaged.

13.- Unclaimed prizes and substitutes.

In the event of withdrawal, disqualification, inability to validate the prize, or loss of entitlement to the prize by the initial winner, **Drivex Studios** may resort to the order of substitutes set out in the terms and conditions or declare the prize void.

Unless expressly provided otherwise, the organiser shall not be obliged to re-award the prize once all reasonably designated substitutes have been exhausted.

14.- Expenses, taxes and obligations associated with the prize

Unless the terms and conditions state otherwise, the winner shall be responsible for any taxes, expenses, fees, surcharges or incidental costs arising from the acceptance, ownership, enjoyment or transfer of the prize that do not legally fall to the organiser.

The winner shall also be responsible for complying with any tax obligations that may arise from receiving the prize in accordance with the legislation of their country of residence or any other competent jurisdiction.

Prizes may be subject to the taxation applicable at any given time, including, where applicable, withholding tax or payments on account in accordance with current tax regulations and, in particular, Royal Decree 439/2007 of 30 March, which provides for the withholding of tax or payment on account in respect of certain prizes arising from competitions, games, raffles or random draws.

15- Fraud, irregular participation and control measures

Any conduct that may be considered fraudulent, abusive, automated, unfair or contrary to good faith may result, at the reasonable discretion of **DriveX Studios**, in the immediate exclusion of the participant, the cancellation of their entry, the loss of the right to the prize, the suspension of the user account and the adoption of whatever measures are necessary to preserve the integrity of the promotion.

The following, amongst others, shall be considered instances of irregular participation for these purposes:

- the use of unauthorised multiple accounts;
- impersonation;
- technical manipulation of the system, the prize draw or the rules of participation;
- the use of bots, scripts or automated means;
- any action intended to artificially alter the odds of winning or the normal course of the promotion.

16. Organiser's Liability

To the fullest extent permitted by applicable law, **DriveX Studios** shall not be liable for technical incidents, service interruptions, network failures, computer errors, connectivity issues, actions by third parties, force majeure or any other circumstances beyond its reasonable control that prevent, hinder or disrupt participation in the competition or promotion.

Furthermore, the Organiser shall not be liable for any damages arising from the improper use of the prize by the winner or third parties, nor for any incidents attributable to manufacturers, carriers, collaborating entities, external suppliers or service providers involved in the delivery or enjoyment of the prize.

17.- Protection of personal data

Personal data collected in connection with the competitions and promotions will be processed in accordance with Regulation (EU) 2016/679, the applicable Spanish data protection legislation and the Organiser's Privacy Policy.

Such data may be used, as appropriate, to:

- manage participation;
- verify eligibility;
- select and contact the winners;
- process the delivery of the prize;
- prevent fraud and ensure the security and integrity of the promotion;
- comply with legal and regulatory obligations.

Participants may exercise their data protection rights in accordance with the terms set out in the Privacy Policy and applicable regulations.

18.- Modification, suspension or cancellation

DriveX Studios reserves the right to modify, suspend, postpone, shorten, extend or cancel, in whole or in part, any competition or promotion where there are justified grounds, including, but not limited to, cases of force majeure, technical issues, fraud, regulatory changes, supervening impossibility of performance, operational reasons or any circumstance that compromises the legality, viability, security or transparency of the promotional campaign.

In such cases, the Organiser shall, where reasonably possible, take proportionate measures and issue appropriate communications via the Platform or the channel on which the promotion was announced.

19. Governing law and jurisdiction

This policy shall be governed by and construed in accordance with Spanish law, including, where applicable, Law 34/2002 on information society services and electronic commerce and Royal Legislative Decree 1/2007, which approves the revised text of the General Law for the Protection of Consumers and Users, without prejudice to any mandatory rules that may apply to participants resident in other countries.

In respect of any disputes that may arise from the interpretation or implementation of this policy, the parties submit to the Courts and Tribunals of Madrid, unless a mandatory legal provision establishes a different jurisdiction.