

RULES ON THE CONTEST “SAN SOLTERÍN” MANAGED BY OUIGO ESPAÑA, S.A.U.

ONE. – ORGANISING BODY, TIMELINE, TERRITORIAL SCOPE AND PARTICIPANTS

The trading company OUIGO ESPAÑA, S.A.U. (hereinafter “OUIGO”), whose registered address is in Alfonso XII nº 62, 28014- Madrid and allocated Fiscal ID Code (CIF) numbered A-88269972 (hereinafter “OUIGO”, the “Organising Company” or the “Promoter”), will embark upon a nationwide promotion, taking the form of a “contest” within the promotional timeframe stated below, open to all natural persons aged 18 years or over who legally reside in Spain and who meet the requirements that will be set forth in these Rules, taking part via the Instagram Social Networking Site.

The contest will be undertaken from the 29th of January 2025 from the moment the content is posted on Instagram and will run until the 6th of February 2025 at 23:59, as per the conditions that will be specified hereinafter.

OUIGO sets forth that the right to participate is wholly free.

TWO. - PURPOSE

This contest’s aim is to boost the standing of OUIGO vis-à-vis social networking site users.

THREE. – ENTITLEMENT TO TAKE PART

All natural persons over the age of 18 who legally reside in Spain and who have signed up as users of the Instagram Social Networking Site with a genuine and open (non-private) profile may participate in the contest.

Not entitled to participate in this contest are employees of OUIGO nor those of whichever companies are involved in organising the contest, or second-degree relatives of the foregoing; alongside underage minors and non-residents of Mainland Spain, nor is it open to residents of the Canary or Balearic Islands.

In the scenario in which one of the persons excluded from taking part was chosen as the winner, the latter will lose their claim to the prize, with this being passed on to the next contestant who validly meets the terms for participation as runner-up.

FOUR. - PRIZES

Each prize in this contest entails:

- Return transport, in the timetable published by OUIGO, from Barcelona, Zaragoza, Valencia, Valladolid, Segovia, Malaga, Seville or Cordoba to Madrid.
- Return transport, in the timetable published by OUIGO, from Madrid to Barcelona, Zaragoza, Valencia, Valladolid, Segovia, Malaga, Seville or Cordoba.
- Group activities organised with a coordinator based in Madrid, for those contestants chosen as winners.
 - Accommodation in Madrid for contestants from Malaga, Seville, Cordoba, Valladolid and Segovia due to incompatibility of return journeys with the activity schedule
 - Meal allowances in the restaurant Lady Madrid, located in C. de la Santísima Trinidad, 26, Chamberí, 28010, Madrid.

The date on which the outward journey will be made will be on the 13th of February 2025. The date of the return journey will also be on the 13th of February 2025, except for those returning to Malaga, Seville, Cordoba, Valladolid and Segovia, who will make this journey on the 14th of February, as per OUIGO’s operating timetable.

Additional options will not be included (namely additional luggage, pets, seat selection etc.) nor may this be applied to products ("packs" and similar) which included any type of option as well as the ticket.

Notwithstanding the provisions outlined below in the event of the contest being cancelled as a result of *force majeure* or other grounds beyond the control of OUIGO, the company may replace the aforesaid prizes with others of the same or greater value / features, owing to the grounds stated.

OUIGO shall not be held liable for any incident that might interrupt the Instagram service that might hinder participation in the contest. Likewise, OUIGO will not provide connectivity for data services nor take responsibility for any operators' incident that might hinder entry.

The commercialisation and/or sale of the prize, either directly or indirectly, and by any means is duly forbidden.

FIVE. – PARTICIPATION MECHANICS

In order to participate in this contest, alongside fulfilling the requirements stated in rules one and three, users who wish to take part must do so using their own profile on the Instagram Social Networking Site. All users with an interest in taking part in the contest must contact OUIGO via a direct message address to the official OUIGO Instagram profile (ouigo_es) therein stating: who they are, where they are from, their age, what they seek in a travel companion, why we should choose them, a brief bio and who they would like to meet. They may participate up to the 6th of February at 23:59h.

Amongst those contestants who have met the foregoing requirement, a selection process will be performed to pick between eight (8) and three hundred (300) winners, who will be entitled to a prize described in the previous section through the appointment of a Jury that will be established in line with the terms of the next rule.

Users may take part on one single occasion in this contest. Therefore, the participation of the same person using several different profiles that they may have on Instagram provides grounds for exclusion. Should this occur, the user may be expelled from the contest in accordance with the provisions stated in rule nine.

A user's participation will solely be deemed valid when all of the requirements stated in these rules are met.

Messages with coarse or defamatory content, or those which breach public morality and good customs, or those which harm the image of OUIGO or third party rights will not be admitted, this meaning that the sending contestants may be directly expelled from the Promotion.

OUIGO shall not be held liable for any incident that might interrupt the Instagram service that might hinder participation in the contest. Likewise, OUIGO will not provide connectivity for data services nor take responsibility for any operators' incident that might prevent or affect participation.

SIX. - AWARDING OF THE PRIZE BY THE JURY

A Jury comprised of representatives from OUIGO and its Advertising Agency HAVAS WORLDWIDE SPAIN, S.A., will be entrusted with appraising the direct messages sent by contestant users and awarding the prizes outlined in rule three.

For the awarding of the aforesaid prizes, the Jury shall solely bear in mind whichever messages are compliant with the provisions stated in these Rules, and which contain, at the very least, the minimum information requested. To reach its judgment, the Jury will adhere to criteria based on creativity, attention to detail and willingness to embrace the prize, these being conveyed by the contestants through a text sent to OUIGO to take part. The Jury's ruling may not be appealed against.

The Jury will select a minimum of eight (8) winners and a maximum of three hundred (300) winners, along with the allocation of fifty (50) runners up.

The Jury will name the winners from the 7th of February 2025 onwards.

OUIGO reserves the right to declare the contest to be void. In order for the prize to be considered void there must have been no contestants, or the latter was not awarded since no contestant meets the necessary requirements to be awarded the same, or after being awarded the prize, they have expressly or tacitly rejected it, under the conditions stated in these rules.

SEVEN. – NOTIFICATION TO THE WINNERS AND PRIZEGIVING EVENT

Once the Jury has selected the winners, from the 7th of February onwards, OUIGO will contact the latter via a private message on Instagram to notify them as winners issued to the account with which they had entered the contest. Winners will be granted a term of 12 hours to reply to OUIGO via private message with the aim of informing OUIGO of the acceptance of the award and providing their personal contact details. Once the aforementioned term has elapsed without the winners having fulfilled the foregoing terms, or if the winning contestant expressly rejects the prize, it will be understood that the prize is duly waived and OUIGO will choose another (a runner up) to replace them and will apply the same process to this person.

Included in the private message sent to OUIGO, the winner must provide OUIGO with, as to facilitate prize management, their following personal data: name, surname, National Identity Card (DNI) number, e-mail address, contact telephone number and state whether they suffer from any food allergy. Once the winner has provided these details, OUIGO will place the booking, forwarding the travel documentation by e-mail to address facilitated by the winner.

Once the abovementioned details have been confirmed, no changes to these will be admitted. OUIGO will then confirm the booking of the tickets within a term of one week, also via the e-mail given for this purpose, said term counting from the winner's date of acceptance.

Acceptance of the prize shall entail OUIGO's use of the winner's identifying details, including their social media profile, with the aim of promoting the event on social networking sites. Conversely, OUIGO may request that winners provide their express consent to share their image for advertising purposes, this consent will be requested separately once the winners have been chosen. Even in the event that the winners do not grant this consent, they will still be entitled to the prize.

EIGHT. – EXCHANGE AND BENEFIT OF THE PRIZE

The prize forming the basis of this contest may not be exchanged, altered, replaced by a cash equivalent or changed for a different prize, nor assigned to another person at the request of the winner(s) under any circumstances.

NINE. - FRAUD

In the event in which the Promoter or any other body involved in this contest detect any wrongdoing or suspect that a contestant is hampering the standard running of the contest, unlawfully altering their registration or entry, through any procedure, be it technical or computerised in order to falsify their participation in this regard, the former may unilaterally expel this contestant's entry. Inasmuch as this, it is important to add that the Promoter has enabled the timely technological means to detect any possible fraudulent, anomalous or unlawful action whose aim is to alter participation with a view to obtaining the prize illegally. In view of the foregoing, the Promoter reserves the right to disqualify any contestant who displays evidence of or is suspected of undertaking any irregular activity in this regard.

TEN. - CLAIMS

The claim period for this contest will conclude once a month has elapsed from date of the end of the promotional period.

ELEVEN. – ACCEPTANCE OF THE RULES

The contestants, through the simple fact of entering this contest, hereby accept its rules (available at www.ouigo.com) along with the Promoter's criteria insomuch as the solving of any issue derived from this contest.

The Promoter reserves the right to perform any change, clarification or rectification to this contest's Rules, as well as to suspend or expand this as it deems timely, for reasons due to *force majeure* or others beyond its control, always duly announcing these changes publicly, issuing the communications beforehand which may be applicable.

TWELVE. – DATA PROCESSING

In compliance with the provisions of Regulation (UE) 2016/679 of the European Parliament and Counsel, passed on 27 April 2016, regarding the protection of natural persons insofar as the processing of their personal data and the free circulation of these details, through which Directive 95/46/CE (General Regulation on Data Protection) is duly repealed, as well as through Organic Law 3/2018, passed on 5 December, on Data Protection and the Guarantee of Digital Rights (*de Protección de Datos y Garantía de los Derechos Digitales (LOPDGDD)*), OUIGO ESPAÑA, S.A.U. duly notifies contestants that their data will be processed for the management and running of this contest, as well as, where applicable, for the awarding of any prizes for which these had been chosen. Additionally, identifying data pertaining to the winners, including the social media profile given, may be used for promotional endeavours on social networking sites, the corporate webpage or any other public profile owned by OUIGO provided that we are granted authorisation to do so. Contestants state and guarantee that all the data of a personal nature that they provide to OUIGO are truthful and correspond to their identity. Processing of data stated have their legitimate grounding on the rules for entering into the promotional relationship with OUIGO in whichever activities are associated with the overseeing of this initiative, in such a way that any actual refusal on the part of the contestant to provide these would entail the impossibility of taking part in the same, as the processing of their personal data is a contractual requirement. This includes whichever identifying data and information are provided to participate in this initiative, which will be used to offer the possibility of scheduling an appointment.

With regard to the contestant chosen as the winner, their data will be used to carry out promotions under the terms outlined herein, provided they grant their authorisation for this by returning the due consent form while also separately authorising the assignment of their images.

The term for contestants and winners' data to be stored will be however long is necessary for the validation process to be performed, and for the winners, for the prizes to be awarded. With regard to identifying data for winners used for promotional purposes, these will be preserved for one year, until the conclusion of OUIGO's scheduled promotional activities. In any event, the data may be stored for the applicable legal term and until these become time barred.

There is a possibility that data related to their sexual orientation may be used owing to the questions to which they respond and/or the message sent to enter this contest. The legal grounding for this is the freely granted consent given when facilitating this information to take part in the contest voluntarily.

Personal data may be passed on to public bodies in compliance with the applicable legal obligations to which OUIGO must adhere, as well as to notaries. The arranging of promotional activities with the winners may entail international data transfers due to the nature of the social media site involved which provides coverage on an international scale for items posted therein. International data transfers are not foreseen for personal data, nonetheless, should an international data transfer take place, for example to a service provider acting in the role of Data Controller, OUIGO will do so by prioritising its choice of country to one that offers a suitable level of security vis-à-vis data protection matters, or failing this, adopting additional guarantees on the security of transferred data, under the protection of the options set forth in the legislation in force, along with standard contractual clauses. Further information can be obtained on international data transfers and controllers by writing to datos@ouigo.es

At any time, the rights to access, rectification, deletion and opposition, portability and limitation of the processing, as listed in the aforementioned RGPD (UE) 216/679 and LOPDGDD, by sending a request by electronic mail to datos@ouigo.es with Data Protection in the subject field, or in writing to the address previously stated for OUIGO ESPAÑA, S.A.U., addressed to datos@ouigo.es. Furthermore, the contestants and winners are entitled to assistance from the Spanish Data Protection Agency (www.aepd.es), should they deem that their rights have been infringed.

THIRTEEN. - MODIFICATION OF RULES

The Organising Company reserves the right to shorten, extend, modify or cancel this contest should exceptional circumstances occur that hinder its undertaking, duly notifying of these circumstances in such a way that any damages to its contestants can be prevented.

FOURTEEN. - LIABILITY

The Organising Company for the contest shall not be held liable for any delays, losses or deterioration on grounds not attributable to the latter. Nor will the Organising Company respond to acts deemed *force majeure* (namely strikes, rail circulation cancellation on the part of ADIF, traffic restrictions or limitations on places imposed by the railway operator, personal mobility restrictions, or those affecting the places where the contestants live ...etc.) or other causes beyond its control that might prevent the winner from their whole or partial enjoyment of the prize. The Organising Company will be duly exempt from all liability when any of the abovementioned cases occur, as well as with regard to any liability for damages and losses that might have been caused while claiming the prize.

The Organising Company excluded any liability for damages and loss of any nature that may be attributable to temporary lack of availability or continuity of operational readiness of the social media site through which participation in the contest is made, likewise for telephone networks or deceit with regard to the utility that users could attribute to the same, and more specifically, while in a non-exclusive manner, faults occurring in access to the different pages and in the sending of responses to enter this contest via Social Networking Sites.

The Organising Company reserves the right to expel from the contest on duly justified grounds any user who defrauds, alters or disables the proper functioning, standard and regulatory course of the same.

The Organising Company will be exonerated from all liability with regard to poor functionality on the part of electronic communications networks that impede the standard development of the contest on grounds beyond the organising company's control, and particularly with regard to external acts performed in bad faith.

FIFTEEN. -LIMITATION TO ENTRY

Persons under the age of 18, along with non-residents of Mainland Spain, nor is it to open to residents on the Canary or Balearic Islands.

Instagram does not sponsor, endorse or manage this contest in any way, meaning thus that contestants will form no bond with the aforesaid platform.

SIXTEEN. - TAXATION

With regard to the prizes in this contest, Law 35/2006, passed on 28 November, through which the law on Personal Income Tax (*Impuesto sobre la Renta de las Persona Físicas*) is passed, along with the partial modification of the Laws on Corporate Income Tax (*Impuestos de Sociedades*), on Non-Resident Income Tax and Wealth (*la Renta de no residentes y sobre el patrimonio*); Royal Decree number 2004/2009, through which its Regulations are modified; Royal Decree number 1003/2014, passed on 5 December, and new taxation measures introduced through Royal Decree number 633/2015, passed on 10 July; the First and Third Transitory Provisions of Law 13/2011 passed on 27 May, on Gambling Regulations (*de Regulación del Juego*); the First Transitory Provision of Law 25/2009, passed on 22 December, modifying different laws for their adjustment to the Law on Free Access to service activities and their exercise (*Ley sobre el libre acceso a las actividades de servicio y su ejercicio*), plus Article 48, section 6, and section 7, subsection 12 of Law 13/2011, passed on 27 May, on Gambling Regulations; Order EHA/388/2010 passed on 19 February, duly approving the tax on gambling and random combinations, self-settlement, therein determining the place and manner of submission while establishing the procedures in place for automated filing of tax submissions, alongside other concordant provisions set out for their development which, as applicable the duty of lodging payment or performing the withholding applicable for Personal Income Tax (henceforth, IRPF) will correspond to the trading company **OUIGO**.

In accordance with the aforementioned Law, contestants in this promotion are notified that the prizes given as entry to contests, bets, raffles or random combinations linked to the sale or promotion of goods or services are subject to withholding, or payment of the corresponding IRPF provided that the value of the prize is greater than THREE HUNDRED (300€) euros.

For the above purpose, it is notified that the market value of the prizes in kind is equal to the purchase value, plus an increase of twenty percent (20%), as is duly set forth in Article 105.1 of the aforementioned Royal Decree 439/2007, passed on 30 March, through which the Regulations on Personal Income Tax (IRPF) are approved.

With regard to the foregoing and in compliance with the applicable taxation laws in force, OUIGO will make the corresponding withholding and deposit on the prize awarded, and when required, it will issue the official certification that facilitates the contestant's proper compliance with their fiscal obligations through having to include in their Income Tax settlement gains from the prize awarded, along with the rest of the income received, and whose total quota may be deduced given that the amount already lodged is stated in the abovementioned certificate of payment. OUIGO will not be, under any circumstances, held liable for inaccurate tax submissions that may be made by the prize winner.

Contestants are informed that due to the cash value of the prize on offer, the latter is not subject to payment of IRPF.

The filling in of personal and taxation details on the part of the winner necessary for the prize to be awarded are of a mandatory nature, in such a way that failure to provide these details will entail the loss of entitlement to the prize awarded.

SEVENTEEN. – CONTEST ADMINISTRATION THROUGH INSTAGRAM

OUIGO will inform contestants of any matter and circumstance involving this contest via the aforesaid social networking site.

EIGHTEEN. – APPLICABLE LEGISLATION

These rules on entering are governed by Spanish Law. Any lawsuit, discrepancy, issue or claim arising from the enforcement or interpretation of these rules will be settled by the Courts and Tribunals of the city of Madrid, to whom the Parties submit expressly waiving any other jurisdiction that might correspond to them.

NINETEEN. – NOTARISATION OF THESE RULES

The Rules affecting this promotion have been deposited and notarised before the Notary of the Bar Association of Madrid, Mr Luis Máiz Cal, whose offices are in Paseo Pintor Rosales, 20, 2º, 28008- Madrid and published in the Electronic Record for Rules on Contests (*Archivo Electrónico de bases de Concursos (ABACO)*) a general interest service provided by the General Counsel of Notaries and hosted at www.notariado.org/liferay/web/notariado/e-notario with these being available for any person who wishes to query them, similarly, they can be found at <https://www.ouigo.com/es/>.