

LEGAL TERMS AND CONDITIONS FOR THE PROMOTION
"FLY WITH ENDESA"

1. ORGANISER

ENDESA ENERGÍA, S.A.U., with registered office in Madrid, C. Ribera del Loira nº 60, 28042 (Madrid) and with CIF [Tax ID Code] A81948077 (hereinafter "Organiser" or "Endesa Energía") organises this promotion called "Fly with Endesa" (hereinafter the "Promotion"), which will be governed by these Legal Bases within the framework of its alliance with IAG (International Airlines Group).

2. PURPOSE OF THE PROMOTION

The purpose of the promotion is to award Avios to Endesa Energía customers who have signed up for the Luz 2.0TD and/or Gas RL.1, RL.2 and RL.3 access tariffs, either for new energy supply contracts, with or without maintenance services, or for being an Endesa Energía customer during the promotion period and having signed a supply agreement with Endesa Energía. Hereinafter, the "Purpose of the Promotion".

3. PERIOD OF VALIDITY

The period during which you can participate in the Promotion will be from 00:01 (Spanish peninsular time) on 1 April 2023 until 23.59 on 31 March 2025, the date of the end of the promotion (hereinafter the "Period of Validity").

4. TERRITORIAL SCOPE

The Promotion will be valid throughout the Spanish territory.

5. TARGET PUBLIC

The Promotion targets any natural person over the age of 18 who, under the terms established in Point 2 of these Terms and Conditions (Purpose of the Promotion), enters into a new agreement with Endesa Energía with one of these electric tariffs: Tempo 24H, Happy, Única, Libre and Solar Simply or who already has at least one existing agreement with Endesa Energía with one of the 5 electric aforementioned tariffs: Tempo 24H, Happy, Única, Libre and solar Simply or in gas: Gas Endesa and Happy Gas.

The following may not take part in this Promotion:

- Natural persons acting on behalf of Communities of Owners including expressly and without limitation the Property Administrators, Chairmen, Vice Chairmen and Secretaries.
- Public Administrations.
- Endesa employees who have an Employee Tariff. In order to benefit from the promotion, they must have at least one other agreement outside the Employee Tariff scheme, as this tariff is not included in the promotion.

- Those indicated as excluded under the terms and conditions of the Avios programme (*section B.1.3: Un-registered companies, communities, associations or similar entities may not take part*; <https://www.avios.com/es/es/terms-and-conditions#schemetermsandconditions>).

Endesa Energía reserves the right to exclude from the Promotion any Participant who alters, damages or in any way endangers the correct operation and normal, regulatory execution of the Promotion.

Any Participant who, whether intentionally or not, harms or damages the image of Endesa Energía, any company within the business Group to which it belongs, its clients, or the other Participants, will also be excluded.

6. PARTICIPATION REQUIREMENTS

There are two alternatives:

- 1) Any Endesa Energía customer who already has a valid agreement with Endesa Energía and wishes to participate in the promotion must register with Iberia Plus and enter the "Fly with Endesa" alliance through the Endesa Customer Area in the "Procedures" section during the Promotion Period, selecting the Iberia Plus Programme and registering their Iberia Plus card number.
- 2) Under the terms established in the Purpose of the Promotion, new contracts must be made through the following Endesa Energía sales channels:
 - Telephone: customers can sign up through the exclusive number: 800 007 951
 - Internet: through the web portal www.vuelaconendesa.com

In any case, Participants must be up to date with their payments and registered in the Iberia Plus programme. Personal details must be provided correctly. It is not permitted to use the details of third parties without their prior consent or to provide inaccurate or untruthful details.

7. INCENTIVES.

On a recurring basis, the Participant will get 50 Avios per month continuously starting on the second month after registering in the "Fly with Endesa" alliance, provided they: a) do not request voluntary withdrawal from the "Fly with Endesa" alliance, b) have an active contract with Endesa Energía, or c) have an Iberia Plus account.

When registering in the "Fly with Endesa" alliance, the Participant will receive a one time Iberia Plus Avios card with a certain amount of Avios that will vary depending on their situation of those described below, being exclusive between them (meaning that they either receive one amount or the other, never both). These two possible situations are:

- That the Participant already had an active contract with Endesa Energía, for which they will receive 200 Avios.

- That the Participant takes out a new contract under the terms established in the Purpose of the Promotion, so they will receive up to 12,500 Avios according to the table of equivalences available at www.vuelaconendesa.com

The cardholder of the Avios Iberia Plus programme must also be the signatory of the energy supply contract. By exception, the cardholder and the signatory can be different if the Iberia Plus Avios cardholder is duly identified as a contact person in the energy supply contract associated with the "Fly with Endesa" alliance.

By participating in the "Fly with Endesa" alliance, the customer accepts that Endesa Energía and IAG (International Airlines Group) will collaborate in identifying the recipient of the Iberia Plus card. Specifically, the Iberia Plus card number and the National Identity Document number ("D.N.I.") will be shared with the IAG (International Airlines Group) to correctly identify the Participant and so that they can accumulate Avios on their card. Endesa Energía e IAG (International Airlines Group) reserve the right to request registered customers to provide documentation proving the relationship between the depository of the Iberia Plus card and the holder of the contract identified in the registration process, and where this relationship cannot be shown, the Avios credited will be immediately withdrawn.

For any incident related to receiving Avios, please contact Endesa Energía at vuelaconendesa@izo.es sending here an e-mail with DNI, name and surname and also the Iberia Plus card ID, detailing the reason of your issue.

In any case, the Avios will be issued and redeemed in accordance with the terms and conditions of Iberia. For more details, you can consult these terms and conditions at the following link: <https://www.iberia.com/es/iberiaplus/condiciones/>

Endesa Energía shall have no involvement with any questions or incidents related to the services offered by Iberia, which the customer must contact at all times to resolve disputes that may arise in relation to said services.

8. TAX ISSUES

Law 35/2006 of 28 November, with revised wording in Law 26/2014, on the Income Tax of Natural Persons and other concordant provisions, will be applicable to the Promotion, and, where appropriate, Endesa Energía shall be responsible for deposits on account or withholding Income Tax on Natural Persons (hereinafter IRPF).

In accordance with these regulations, Customers are informed in these terms and conditions that the Promotion of goods or services is subject to withholdings or payments on account of income tax if the value of the award exceeds 300 euros.

In relation to the above and pursuant to current tax regulations, Endesa will make any withholdings or payments required from the Promotion and, in due course, will issue the appropriate certificate to enable the participant to meet their tax obligations having to incorporate the award received in their income tax declaration, along with the other income received, and the aforementioned amount in the

certificate for the deposit on account may be deducted from the total tax due as it will have already been deposited.

9. ACCEPTANCE OF CONDITIONS

By participating in the Promotion, the Participant accepts the Legal Terms and Conditions.

The Participant accepts that the Organiser may postpone, shorten, extend, modify, cancel or suspend the Promotion if necessary, without this implying any liability for Endesa Energía, which will give notice of any such changes as soon as possible on the website www.vuelaconendesa.es or at the Client Area.

Endesa Energía is authorised to resolve any unforeseen contingency in these Legal Terms and Conditions, and to interpret it, without prejudice to the provisions of section 10 with respect to disputes.

10. APPLICABLE LAW AND JURISDICTION

The interpretation of and compliance with these Legal Terms and Conditions will be governed by Spanish law. The Organiser and the Participants expressly waive any other legal jurisdiction that may apply to them and submit any dispute that may arise with regard to the Terms and Conditions or the Promotion to the courts and tribunals of Madrid for resolution, without prejudice to the jurisdiction that may apply to them by law.

11. ACCESSIBILITY

The Legal Terms and Conditions are published and accessible to all Participants and the general public at the following address: www.vuelaconendesa.com

TURN YOUR ENERGY INTO AVIOS

PRODUCT

AVIOS

Electricity Only < 15kW	3,500
Electricity Only > 15kW	6,000
Gas Only	2,500
Full Gas Maintenance Only	2,000
360P Protection Only	1,500
Full A/C Maintenance Only	2,000

Electricity+Gas+360P Protection	7,500
Electricity+Gas+Full A/C Maintenance	8,000
Electricity+Full Gas Maintenance+360P Protection	7,000
Electricity+Full Gas Maintenance+Full A/C Maintenance	7,500

Electricity < 15kW +360P Protection	5,000
Electricity < 15kW +Full A/C Maintenance	5,500
Electricity < 15kW + Full Gas Maintenance	5,500
Electricity < 15kW + Gas	6,000
Electricity < 15 kW + Gas + Full Gas Maintenance	8,000
Electricity < 15+360P Protection+ Full Gas Maintenance	7,000
Electricity < 15+ Full A/C Maintenance+Full Gas Maintenance	7,500
Electricity < 15+360P Protection+Gas+Full Gas Maintenance	9,500
Electricity < 15+Full A/C Maintenance+Gas+Full Gas Maintenance	10,000

Electricity > 15kW + Gas	8,500
Electricity > 15kW + Full Gas Maintenance	8,000
Electricity > 15kW + 360P Protection	7,500
Electricity > 15kW + Full A/C Maintenance	8,000
Electricity > 15 kW +Gas+ Full Gas Maintenance	10,500
Electricity > 15 kW+Gas+360P Protection	10,000
Electricity > 15 kW+Gas+Full A/C Maintenance	10,500
Electricity > 15 kW+Full Gas Maintenance+360P Protection	9,500
Electricity > 15 kW+Full Gas Maintenance+Full A/C Maintenance	10,000
Electricity > 15 kW +Gas +360P Protection+ Full Gas Maintenance	12,000
Electricity > 15kW +Gas+ Full A/C Maintenance+ Full Gas Maintenance	12,500

Gas+Full Gas Maintenance+360P Protection	6,000
Gas+Full Gas Maintenance+Full A/C Maintenance	6,500
Gas+Full Gas Maintenance	4,500
Gas+360P Protection	4,000
Gas+Full A/C Maintenance	4,500
Full Gas Maintenance + 360P Protection	3,500
Full Gas Maintenance + Full A/C Maintenance	4,000

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