

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING.
NOT VALID WHERE PROHIBITED. UNLESS YOU RESIDE IN FRANCE, GERMANY, GREAT BRITAIN OR ANOTHER COUNTRY WHERE A CLASS ACTION WAIVER IS NOT ENFORCEABLE BY LAW, THESE FRESH PEACE SWEEPSTAKES TERMS CONTAIN A CLASS ACTION WAIVER.**

1.- PURPOSE OF THE PROMOTION

Company Responsible for the Promotion: LA PAZ FRESH, SL, with CIF B-02873883, and with registered office at C/ Venus, nº1, Pol. Ind. De Fortuna, 30620, Fortuna (Murcia).

Validity Period: The Promotion will be valid from February 10, 2025, until 11:59 p.m. (Spain time) on March 10, 2025.

Scope of the promotion: Spain, Germany, United Kingdom and France.

2.- LEGITIMATION TO PARTICIPATE

All natural persons, over 18 years of age, residing in Spain, Germany, the United Kingdom and France, who meet the participation requirements described in these rules during the promotional period, may participate.

3.- PRIZE, PROMOTION MECHANICS AND CHOICE OF WINNERS

3.1.- PARTICIPATION

Participation in this promotion implies acceptance of these Rules. The user, in order to participate, must comply with the following steps and requirements, during the validity period:

1. Follow us on Instagram profile (@lapazfresh).
2. Give “like” or “like” the raffle publication (which will have previously been published on the Instagram profile).
3. Mention one friend in the giveaway publication who have a valid profile on the corresponding social network.
4. Share the giveaway post in stories (optional).

The same user may participate as many times as he or she wants, as long as he or she fulfills the requirements mentioned above and mentions different people in each participation.

Participation in this contest, as well as the publication of the comments made by the Participants, may not violate under any circumstances the community rules or the conditions of use of the social network used.

3.2.- SWEEPSTAKE

Once the promotion has ended, all entries made during the validity period through Instagram will be collected and the winner will be selected through a draw through the Easypromos certified platform among users who have met the participation requirements. Participants who have not followed all the steps of the dynamic will be automatically eliminated from the draw. Any profile that is detected as fake or committing fraudulent acts will also be removed from the giveaway.

The draw will be held on March 11, 2025 and will be made public on social networks. In the draw, the Easypromos platform will randomly choose 1 winning entry and 5 reserve entries. In the event that the entry chosen by the platform as the winner does not meet the required requirements, LA PAZ FRESH may discard it and choose the entry chosen by the platform as First Reserve. As in the previous case, once the Winner's participation has been ruled out due to any of the above circumstances, in the event that the participation chosen by the platform as First Reserve is not valid in accordance with the previous criteria, the participation will be considered as invalid and, therefore, LA PAZ FRESH may discard it and choose the participation chosen by the platform as Second Reserve. The same will happen with the participation chosen as Third Reserve and successive ones. In the event that the winning entry, as well as the reservations, have been discarded because they are not valid in accordance with the criteria noted above, the prize will be declared void and will become available to the organization.

Once LA PAZ FRESH is aware of who the winner is, it will communicate it in the manner described in section 3.5 of these rules.

3.3.- PRIZE

The promotion prize consists of a Xbox Series S - 512 GB - Robot White.

The prize has taxes and shipping costs included, so you will not have to pay additional special rates.

3.4.- COMMON CONSIDERATIONS REGARDING AWARDS

If, for reasons beyond the control of LA PAZ FRESH, the prize offered in the promotion cannot be guaranteed, it may be replaced by another prize of equal characteristics.

The prizes are personal and non-transferable, so they cannot be transferred to a person other than the winner, nor can they be exchanged for any other element, neither in cash nor in kind. LA PAZ FRESH reserves the right not to deliver the prize to the winner who does not meet the participation requirements expressed in these rules.

3.5.- COMMUNICATION AND DELIVERY OF PRIZES

Once the draw has been carried out through the Easypromos certified platform through which the winner of the prize up for grabs in this promotion will be determined, LA PAZ FRESH will send said winner a private message to the Instagram profile. After this, LA PAZ FRESH will contact the winner via email within 48 business hours.

If in the 72 working hours following the sending of the private message the winner could not be contacted (because the winner had not responded or had not responded to the email after a total of 3 attempts by the Organization) or the winner rejected the prize, the winner will receive a communication in which they will be informed that it has not been possible to contact them after several attempts and they will lose their right to the prize, and will contact the corresponding reservation. The same will occur in the event that the winner rejects the prize.

In such cases, the Reserve Winner will receive a private message to the Instagram profile indicating this circumstance. Subsequently, LA PAZ FRESH will contact the Winning Reserve via email, within 48 business hours of communication via private message. As in the previous case, if in the 72 working hours following the sending of the private message, it had not been possible to contact the Winning Reserve (because he had not responded to the message or had not responded to the email after 3 attempts by the organization) or rejects the prize, they will lose their right to the prize and the next person on the list of reserve entries will be contacted. In the event that the winning entry has been discarded, as well as all reservations, because they are not valid in accordance with the criteria noted above, the prize will be declared void and will become available to the organization.

Once the Winner is located in that conversation and in the private message on social networks that is sent at the same time, the Prize will be awarded.

Likewise, in said email, the winner will be informed of the details of the prize and the Prize Acceptance Letter will be sent via email. The Prize Acceptance Letter must be completed in all its details by the Winner, attaching a photocopy of their DNI or any other valid document that proves their identity (NIE, European Union citizen registration certificate or passport), and must be signed by the winner and delivered to LA PAZ FRESH within 5 calendar days in order to receive the prize.

LA PAZ FRESH considers NON-ACCEPTANCE OF THE PRIZE **(WAIVER)**:

a. The return to LA PAZ FRESH of the Acceptance Letter NOT signed by the Winner. Those winners who do not present the letters and/or documentation will be understood to renounce the Prize.

b. The return to LA PAZ FRESH of the Acceptance Letter without including the express and unconditional acceptance of the Prize by the winners. **CONDITIONAL OR LIMITED ACCEPTANCES ARE NOT VALID.**

c. Failure to deliver the Acceptance Letter to LA PAZ FRESH within 5 calendar days of receipt.

LA PAZ FRESH, once received the Acceptance Letter, will deliver the gift to the winner within a maximum period of 30 business days, provided that the Winner has sent their personal data to LA PAZ FRESH in accordance with the provisions of this section. .

4.- EXCLUSION OF LIABILITY

By way of example and not limitation, LA PAZ FRESH is not responsible for the following circumstances:

- The use that the winner makes of the prize that is the subject of this Promotion.
- Damages of any kind that may be due to the temporary lack of availability or continuity of the operation of telecommunications networks.
- Of the services provided by any other entity with which LA PAZ FRESH collaborates in the provision of services to the winner, as a consequence of the prizes awarded, as well as those derived from negligent action in the enjoyment of the same.

- Of cases of force majeure or fortuitous event that could prevent the completion of the Promotion or the total or partial enjoyment of its prize. In the event that this Promotion cannot be carried out, either due to fraud detected in it, technical errors, or any other reason that is not under the control of LA PAZ FRESH and that affects the normal development of the Promotion, LA PAZ FRESH reserves the right to cancel, modify, or suspend it. In the event that unexpected and unavoidable circumstances, even foreseeable, but beyond the will or power of disposition of LA PAZ FRESH (force majeure), occurring during the validity of this promotion or with sufficient notice before its start alter, make difficult, or prevent the correct development of the same (i.e. delivery or exchange of prizes, etc.) LA PAZ FRESH is exonerated from liability for any alteration of the promotional dynamics (including the sudden suspension of the promotion, delays or cancellations in the delivery of prizes). . For the purposes of these bases, any government measure or taken by public officials in the context of a health emergency is considered force majeure.

5.- DETAILED INFORMATION ON THE PROCESSING OF PERSONAL DATA

Participation in this promotion is voluntary and in case of participation, you are warned that the processing of the personal data of the participants and winners of this promotion is mandatory in the terms set forth in these bases. In accordance with the above, the mere participation in this Promotion necessarily implies the express acceptance by the interested party of the processing of their personal data in accordance with what is described in these Bases. The participants' data will be processed in accordance with the provisions of Organic Law 15/1999, of December 13, on the Protection of Personal Data.

Veracity and accuracy of the information: Participants are obliged to provide exact and updated data corresponding to their own identity, consequently understanding that the data provided by the participants and, where applicable, by the winners in any phase are accurate and current. of the Promotion, and it is the responsibility of the entity responsible and organizing the promotion to communicate any update and/or rectification thereof. The processing of the data of the participants and winners of this promotion (hereinafter also referred to as interested parties) will be carried out under the conditions established below in this clause.

Controller: In accordance with the General Data Protection Regulation (hereinafter GDPR), we inform participants and winners that the personal data provided to participate in this Promotion will be processed by the following entity, as controller.
: LA PAZ FRESH, SL. (Calle Venus, 1. Pol. Ind. Fortuna, 30620 Fortuna-Murcia).

Purposes for which LA PAZ FRESH processes your data:

- In general, the data will be processed to carry out all the activities necessary to manage the participation of interested parties in this promotion, which includes, when necessary, the sending of communications linked to this promotion through the contact information provided by interested parties (email, letter or telephone call, correct being understood as the identification and contact information that the interested party provided at the time of participating in the promotion).
- Provide interested parties with the necessary information so that their participation complies with these rules.
- Respond to requests for information, queries and doubts from interested parties.
- Verify the absence of fraudulent actions or actions contrary to these bases.
- Justifiably eliminate any interested party who defrauds, alters or renders unusable the normal and regulatory operation and course of the Promotion.
- Identify the winning interested party.
- Verify that the winning interested party meets the necessary requirements to be able to participate in the promotion and that he or she has obtained the prize lawfully.
- Inform the winning interested party of the prize obtained by sending an email, private message or phone call. Correct will be understood as the identification and contact information that the interested party provided at the time of participating in the promotion.
- Send the winning interested party the Letter of Acceptance, which must be completed by the interested party and sent by email, along with a photocopy of their ID.
- Manage the organization of the trip and the remaining activities according to the prize awarded to the interested party.

Communication of data to third parties by LA PAZ FRESH: The personal data processed by LA PAZ FRESH to achieve the purposes detailed above may be communicated to the following recipients depending on the legitimizing basis of the communication:

- To the Treasury in order to carry out the corresponding tax withholding.
- To Judges, Courts, consumer associations or any other third parties to whom LA PAZ FRESH is obliged to communicate the information in the event of a challenge by the interested party or claim of any kind filed by LA PAZ FRESH or by the interested party themselves.
- In those cases in which the prize or activity consists of a trip, in order to be able to correctly assign the prize obtained by the interested party, LA PAZ FRESH will transfer their data - but not limited to - to those entities that are contracted for the organization of the trip or activity and the stays that are the object of the prize, such as travel agencies, hotels, airlines or transportation companies in general, courier services, insurance companies as well as other third parties involved in the management of the

prize obtained by the interested party, with the purpose of carrying out the appropriate steps to enjoy the prize, the legitimizing basis of such communication of data being the development and execution of the promotional relationship.

Data retention period by LA PAZ FRESH: LA PAZ FRESH will retain the data of the interested parties while this promotion is in force as long as the interested parties do not request its deletion and, once the treatment has ended, during the conservation periods established in the applicable regulations for compliance with the legal obligations of LA PAZ FRESH.

Rights: The interested parties (participants and winners) at any time can exercise the rights of access, rectification, deletion, limitation of treatment, opposition, portability and revocation of consent (without retroactive effects) by means of written communication to the entity responsible for the treatment, accompanying a photocopy of the national identity document, to any of the following addresses: C/ Venus, nº1, Pol. Ind. De Fortuna, 30620, Fortuna (Murcia). Email address: marketing@lapazfresh.com.

Complementary nature of what is established in these bases regarding the processing of data of participants and winners: What is established in these bases in relation to the content of the processing of personal data of the interested parties (participants and winners), is complementary and not exclusive of any other informative legal texts communicated to the aforementioned interested parties through coupons, registration forms, privacy policies and other documents at any stage of their participation in this Promotion.

LA PAZ FRESH will establish the technical and organizational measures necessary to guarantee the security that the automated files, treatment centers, premises, equipment, systems, programs and persons involved in the automated processing of personal data in the legal and regulatory manner provided for.

You have the possibility of contacting the Spanish Data Protection Agency about any incident in the processing of your data. The Spanish Data Protection Agency has the function of ensuring compliance with the legislation and controlling its application. You may complain to the Spanish Data Protection Agency, especially when you have not obtained satisfaction in the exercise of your rights, at Calle de Jorge Juan, 6, 28001 Madrid, contact telephone number: 912 66 35 17 or at www.agpd.es

6.- IMAGE RIGHTS

The winner, by participating, authorizes the organizing companies to reproduce, use and disseminate their name, surname, image and written content or any material provided, in any advertising and/or promotional activity that is related to this promotion, all of this. in any medium (including, but not limited to, exploitation through the Internet and Internet for mobile telephony) without said activities conferring the right to remuneration or any benefit with the exception of the delivery of the prize won in accordance with these bases.

Participants, whether or not they are winners of the promotion, automatically consent by participating in this Promotion to the use, publication and reproduction throughout the world and without limitation, by LA PAZ FRESH, of their image in any type of advertising, Promotion, publication, including the Internet, or any other medium of any nature, for commercial or informational purposes of LA PAZ FRESH. Among these uses, you may, for advertising or promotional purposes, use and retransmit the images of the participants through the Internet, television or any other means that LA PAZ FRESH considers.

LA PAZ FRESH may publish the image and name of the people who have won the Promotion through the means of communication that LA PAZ FRESH - without limitation - considers. For these purposes, the winners, upon accepting the prize, automatically authorize LA PAZ FRESH to publish their personal data, including the image, in order to inform the remaining participants and the general public who the winners were.

7.- PRIVACY NOTICE

If there are laws in the jurisdictions in which we conduct this Sweepstakes that require us to disclose the personal information of Sweepstakes entrants and winners to government entities so that they can ensure that we conduct this Sweepstakes fairly and in accordance with applicable consumer protection laws. consumer, marketing and other laws. If a government entity requests these details, we will provide them to the government entity. Under the General Data Protection Regulation (GDPR), the legal basis for this disclosure is to advance our legitimate interests in running a Sweepstakes that complies with applicable laws.

Certain British laws require us to publish or disclose the names (and, in some cases, countries) of winners to third parties who request this information from us. These laws are intended to ensure that we conduct the Sweepstakes fairly and in compliance with applicable laws. If you are selected as a potential winner of the Sweepstakes, a condition of claiming a prize and becoming a winner of the Sweepstakes is that we may disclose your name and country for this purpose. This is a necessary part of our contract with you when you accept a prize to win the Sweepstakes because our contract requires us to comply with the laws that apply to us and applicable laws require us to make such disclosures. Under the GDPR, the legal basis for this disclosure is to perform our contract with you to conduct the Sweepstakes in accordance with applicable laws or to promote our legitimate interests in conducting a Sweepstakes that complies with applicable laws. La Paz Fresh retains personal information submitted during the Sweepstakes for as long as necessary to administer the Sweepstakes and comply with applicable laws.

8.- RIGHT TO REPORT ABUSE

Participants are informed that in the event that their participation violates any of the rules established in these rules or there are well-founded suspicions of fraud on the part of LA PAZ FRESH or in the event that a third party, whether or not a participant in the Promotion, report irregularities in relation to the participation of the interested party, LA PAZ FRESH may analyze the situation and may temporarily suspend the participation of the interested party. However, if once the facts reported or known to LA PAZ FRESH have been studied, fraud on the part of the reported participant or violation of these rules is not proven, their participation in this promotion may be reactivated. Likewise, if LA PAZ FRESH is necessary to study the events that occurred, it will inform and inform the competent public authorities. In any case, it is expressly prohibited to report and/or notify abuse using other people's identities.

9.- AWARD ACCEPTANCE LETTER

It will always be necessary for the Winner to sign a Letter of Acceptance that will be sent to them by email.

The Letter of Acceptance must be completed in all its details by the Winner, attaching a copy of their ID and sent by the Winner, unless these Rules specify another period or address, within a period of 5 calendar days from its receipt to: marketing@lapazfresh.com.

10.- APPLICABLE JURISDICTION

With the exception of mandatory rights that are applicable in Spain, the Promotion and its Legal Terms will be governed by Spanish Law. Any dispute, discrepancy, question or claim resulting from the execution or interpretation of these Bases will be resolved by the Judges and Courts of the City of Madrid, with the parties waiving any jurisdiction that may correspond to them.

The development of the contest and the legal relationships of the people who participate in it will be governed exclusively by the legislation of Spain, regardless of the place from which a participant participates in the contest. In the case of consumers, this choice of law only applies to the extent that the consumer is not deprived of the protection granted by the mandatory consumer protection rules of the State in which he/she has his habitual residence.

11.- MODIFICATIONS AND/OR ANNEXES

LA PAZ FRESH, SL. reserves the right to make modifications or add annexes to these Rules in relation to its mechanics and prizes, provided that they are justified or do not harm the participants, are carried out within the period of validity of the Promotion, and are communicated to these properly.

12.- RIGHT TO ELIMINATE FRAUDULENT PARTICIPATIONS

LA PAZ FRESH, SL. reserves the right to justifiably eliminate any user who defrauds, alters or disables the proper functioning and normal and regulatory course of this Promotion.

13.- PRIZE DELIVERY

The prizes for the winners are nominative and will be awarded exclusively within the territories mentioned at the beginning of these rules.

14.- IDENTIFICATION

The identity of the participants and winners will be accredited exclusively through official documents (ID, passport or other official identification document).

15.- AWARDS

In the event that, prior to the end of the Promotion period, for any reason beyond the control of LA PAZ FRESH, SL., there is no availability of the product offered and provided for in these Terms, LA PAZ FRESH, SL. reserves the right and option to replace it with another, of equal cost.

Prizes are not exchangeable for cash or any other prize.

LA PAZ FRESH, SL. The Winner is not responsible for the use of the promotional gift, but the marketing and/or sale of promotional gifts is prohibited.

The prize is non-transferable, so if the winner is unable or unwilling to accept the prize, or renounces it, LA PAZ FRESH, SL. would proceed to designate the winner to the corresponding reserve. In the event that the reserves in turn do not accept or renounce the prize, it will be declared void.

16.- ACCEPTANCE OF THE LEGAL BASES

The mere participation in this Promotion implies the express and unreserved acceptance of these Rules. Failure to comply with any of these bases by the participant will determine his or her immediate disqualification.