

**Last update: April 18, 2018**

- Easypromos only uses details of its users to facilitate the successful operation of the promotions. Easypromos will NEVER utilize details of registered users for any other reason.
- Easypromos cannot be held responsible for the prizes, products or services offered to users through the promotions.
- Easypromos offers the CLIENT the chance, if they desire it, to use a platform for randomly selecting promotion winners. This system allows you to choose the winners and/or alternates of a promotion. Under no circumstances can Easypromos be held responsible for any misuse of, or malfunction relating to, the platform for generating random prize draws.
- Under no circumstances will Easypromos take part in the carrying out of a prize draw. Instead it places at the disposal of the CLIENT a tool for generating random combinations, as explained in this document.
- Easypromos reserves the right to unpublish and delete any promotion at any time. The promotion administrator will be notified in advance. If he or she does not respond within 24 hours, the promotion will be unpublished.
- Easypromos will not refund the price of a promotion once it has been paid.
- The promotion administrator is responsible for complying with Facebook, Instagram, Twitter and Google's promotion guidelines, and for conforming to the current legislation in the countries and/or territories affected by said promotion or contest.
- The promotion administrator is responsible for the content and running of said promotion.
- The promotion administrator is responsible for all the information, inserted and associated, of users who register for the promotion.
- The administrator should indicate in the promotion's Conditions of Use what use will be made of a participant's details and said administrator should obtain the consent of participants for treatment of their personal details.
- The administrator is responsible for selecting and notifying the winners and for delivering the prizes, products or services offered in the promotion.

## **GENERAL TERMS FOR THE ACTIVATION OF PROMOTIONS AND CONTESTS VIA EASYPROMOS APPLICATIONS**

### **1.- WHAT IS THIS DOCUMENT?**

This text is the CONTRACT that governs the relationship between EASYPROMOS (EASYPROMOS, S.L., with Tax ID Code B-65576878, located at 17001 Girona, C/ Bonastruc de Porta 20, and registered in the Girona Commercial Register, Volume 2966, Folio 59, Page GI-56021) and You (the CLIENT) in contracting the activation of promotions with our EASYPROMOS applications, whether it be via our website ([www.easypromosapp.com](http://www.easypromosapp.com)) or from our Facebook application.

Read this document carefully. Here are the conditions that govern contracting the activation of promotions and contests through an EASYPROMOS application, the rights and obligations of both parties, the information regarding the buying process and the conditions of use of the Facebook application, among other matters.

Please note that these General Conditions comply with the provisions of the current legislation on the subject.

## 2.- ACCEPTANCE AND VALIDITY OF THE GENERAL CONDITIONS

These General Conditions are binding for both parties. The CLIENT will be tied to each one of these General Conditions without exception upon contracting an EASYPROMOS application, it being their obligation and responsibility to read them previously.

During the course of your order, prior to authorizing payment, the CLIENT must accept these General Conditions. If you are not satisfied with them, do not proceed with the contracting process, given that such conditions will be applicable in all cases.

This contract will be binding and will remain valid for the length of time that your promotion is active. This is notwithstanding the responsibilities that the CLIENT may incur from using the application.

## 3.- OUR PRODUCT: EASYPROMOS APPLICATIONS

Upon signing up for the activation of a promotion or contest through the EASYPROMOS application, the CLIENT acquires only a license or temporary rights of use of said application, through which the CLIENT can create and manage promotions and contests from his or her Facebook page. THE CLIENT receives no ownership rights over the application, or its contents, which are entirely owned by EASYPROMOS.

EASYPROMOS provides the CLIENT with a web platform with secure and protected access from which to create, configure, activate, contract and manage any type of promotion offered on this webpage: <http://www.easypromosapp.com/applications>

Some of the promotions types on offer may come in different versions according to the features required. The versions are: Basic, Premium and White Label.

## 4. PRICING POLICY

### 4.1.- MODALITIES

EASYPROMOS offers four types of different prices depending on the contracted service and CUSTOMER needs:

1. **Payment for a single promotion:** a fee is charged for each contest contracted. Rates vary according to the type of promotion and version selected.
2. **Payment for packages of individual promotions:** the client can purchase packages of individual promotions (packages of 5, 10, 15 or 20 individual promotions) with a single payment, obtaining a discount on the price of an individual promotion. As with individual promotions, the CLIENT will be able to contract packages of the three types of EASYPROMOS promotions: Basic, Premium or White Label.
3. **Payment by monthly subscription:** A monthly subscription, enabling the carrying out of unlimited EASYPROMOS promotions (Basic, Premium or White Label) during the period contracted. The monthly subscription can be made for just one Facebook page, or for unlimited pages.
4. **Payment by yearly subscription:** A yearly subscription enabling the carrying out of unlimited EASYPROMOS promotions (Basic, Premium or White Label) during the period contracted. The yearly subscription can be made for just one Facebook page or for an unlimited number of pages.
5. **Payment for feature extension:** the client may enable extensions during configuration of the promotion, providing extra features.

EASYPROMOS reserves the right to modify the prices and rates of each of its products and modalities. The CLIENT will be notified by email of any change in rate. The current rates will be displayed on the webpage <http://www.easypromos.com/prices>.

#### **4.2.- CONDITIONS OF PRICES AND METHODS OF PAYMENT**

Prices will be applied in Euros for all those promotions in which the CLIENT contracting the EASYPROMOS license resides in a country that has the Euro as official currency. In all other cases, prices will be applied in dollars. Prices include indirect taxes that may apply depending on the CLIENT'S country of residence.

Payment can be made with credit card through the Adyen payment gateway, or via PayPal. In the aforementioned payment gateway, the CLIENT will be asked only for information regarding the credit card, which will be stored by the payment gateway itself. At no point will EASYPROMOS store a CLIENT'S credit card or bank details, only using the CLIENT'S data to generate the corresponding invoice.

In no case will EASYPROMOS refund a payment that has already been made.

#### **4.2 SPECIAL CONDITIONS FOR MONTHLY AND YEARLY EASYROMOS SUBSCRIPTIONS**

The subscription will be renewed automatically every 30/365 days unless the CLIENT notifies EASYPROMOS of the cancellation of the service at least one month prior to the expiration of the month/year contracted.

In the event that a CLIENT is unable to make a monthly/yearly payment, EASYPROMOS can cancel said subscription, in which case the rules regarding cancellations, as outlined in the following section, will apply.

THE CLIENT may cancel the monthly/yearly subscription, at any time, from the administration panel. Said cancellation means: (i) That from the month/year following the payment already collected, the automatic subscription charge will no longer be made. (ii) That any contests which would have been active and not yet finalized at the time of cancellation will be deactivated, meaning that the contest will cease to be publically visible and no new users will be able to take part after the cancellation date.

However, the CLIENT will be able to continue to access the contest in order to extract information about the participants.

EASYPROMOS does not give refunds for payments already made. Thus, once a monthly/yearly subscription has been purchased, the CLIENT will not be able to waive the purchase and request a refund for the amount paid for the subscription. The cancellation of the subscription will be carried out in accordance with the rules of subscription cancelation set out in paragraph 4 of these conditions.

In the event that a payment cannot be made for reasons not attributable to EASYPROMOS (expiration of the card, insufficient funds, etc.) EASYPROMOS may automatically cancel the subscription.

The CLIENT may make a change of plan at any time. However, if the change is to a lower level of plan, then in no case will the price difference between the previous plan and the new plan be refunded. Also, those promotions that were created in the original plan and not yet finalized at the moment of change – and that do not meet the conditions of the new plan – will be deactivated.

## 5. ACTIVATION OF A PROMOTION AND CONFIRMATION OF THE PROCESS OF CONTRACTING A USER LICENSE FOR THE EASYPROMOS APPLICATION

The promotion or contest will only be activated once the CLIENT has paid the corresponding cost for the chosen license. Once the payment has been verified, the application will be activated and the promotion published immediately.

Once the payment has been made, the payment platform will send the CLIENT an email confirmation within a maximum of 24 hours, informing the CLIENT that the charge has been made. Said email confirmation will be sent to the email address provided by the CLIENT during the purchasing process, and to the email address used to register to EASYPROMOS.

If you wish to save a confirmation of the activation of your promotion, then you should return to the EASYPROMOS application after carrying out a payment. From there, you can print or save the confirmation screen and check that your promotion is active by verifying the "Active" tab in the Promotions Administration Panel.

Nonetheless, in compliance with article 28.1.a) of Law 34/2002, of 11 July, regarding the services of the information society and electronic commerce, EASYPROMOS will confirm the procurement via a confirmation email within a maximum of 24 hours after EASYPROMOS has become aware of the payment.

If you require an invoice corresponding to the payment, this can be downloaded from the CLIENT'S control panel or requested by sending an email to the following address: [admin@easypromosapp.com](mailto:admin@easypromosapp.com)

## 6. AFFILIATE POLICY

1. Any existing client of EASYPROMOS can automatically access the EASYPROMOS REFERRAL SYSTEM. An existing client is any user who has made at least one payment to EASYPROMOS.
2. EASYPROMOS can also authorize access to the referral program to users who are not yet clients of EASYPROMOS. Interested users should get in touch via this form and indicate the reasons why they wish to access the referral program.
3. In order to gain access to the referral program control panel [REFERRING USER], the user must:
  - a. Have an active EASYPROMOS account: <https://admin.easypromosapp.com>.
  - b. Have access to the referral program authorized and enabled by EASYPROMOS. Existing customers are granted access automatically.
  - c. Accept this referral policy.
4. Users with access to the control panel of the referral program [REFERRING USERS] will have a unique referral link at their disposal. To refer, the REFERRING USERS must use this unique link.
5. A user becomes a REFERRED USER of the REFERRING USER if he/she meets these three requirements:
  - a. The user does not yet have an active EASYPROMOS account.
  - b. The user accesses the EASYPROMOS WEBSITE. [<https://www.easypromosapp.com> and subdomains], via the REFERRING USER'S unique referral link, and, within 90 days, the user:
    - i. Creates an EASYPROMOS account at <https://admin.easypromosapp.com>.
    - ii. Creates a Basic or Premium promotion and saves it as a draft.
  - c. Accept this affiliate policy.

6. The period of 90 days is determined by browser cookies. If a user has accessed the EASYPROMOS WEBSITE from various referring links, and then registers in Easypromos or creates a Basic or Premium promotion, he/she will count as a REFERRED USER of the REFERRING USER with the oldest cookie.
7. THE REFERRING USER will be paid 10% of all purchases made by the REFERRED USER during the first year, after which EASYPROMOS reserves the right to renegotiate referral conditions.
8. The payment of commissions to referrers will be made at the end of each natural month, as long as the amount of accumulated fees is not less than \$50 USD.
9. REFERRING USERS will receive an email notification when:
  - a. They obtain a new REFERRED USER.
  - b. One of their REFERRED USERS carries out a free Basic promotion.
  - c. One of their REFERRED USERS makes a payment during their first year.
10. If a REFERRING USER obtains commissions from more than 10 REFERRED USERS, EASYPROMOS will make contact with the REFERRING USER in order to renew the conditions of referral.
11. EASYPROMOS reserves the right to cancel referral fees when it observes a fraudulent use, or misuse, of the referral system.

## **7. SPECIAL CONDITIONS FOR USING THE FRAUD INDEX TOOL**

1. EASYPROMOS has developed the Fraud Index tool for our CLIENTS to use when organizing contests. This tool enables the CLIENT to detect whether participants have engaged in fraudulent practices during the voting process.
2. The types of fraudulent practices detected by the Fraud Index are:
  - a. Vote buying.
  - b. The use of multiple fake Facebook accounts. EASYPROMOS considers an account to be a fake when it is not linked to an authentic identity. You can read more about this in the Facebook Community Standards.
  - c. The use of stolen or purchased Facebook accounts.
  - d. The use of IT programs or tools to automate or semi-automate the voting process.
3. The Fraud Index is calculated from fraud alerts registered in the votes received by the participant. To ensure that the calculation is as accurate as possible, EASYPROMOS monitors the number and type of alerts, as well as the total number of votes obtained by the participant.
4. The Fraud Index is expressed in percentages between 0% and 100%. If the value of the Fraud Index of an entry is greater than, or equal to, 100%, EASYPROMOS advises the CLIENT to consider the entry invalid, though this decision is ultimately at the discretion of the CLIENT.
5. In order to calculate the value of the Fraud Index, the EASYPROMOS Fraud Control System applies a number of control parameters for monitoring the votes obtained by participants and detecting any fraudulent practices. When EASYPROMOS identifies an invalid vote, here is what will happen:
  - a. The vote will not be counted.
  - b. The user attempting to vote will be shown a message explaining why the vote has not been accepted.
  - c. EASYPROMOS will register an internal alert linked to the participant. All vote alerts linked to participants will be available from the Dashboard of the CLIENT running the contest. The CLIENT will generally have full access to information relating to voting activity in the contest.
6. EASYPROMOS recommends that CLIENTS intending to use the Fraud Index in their contests include a brief statement in their Legal Bases (in the disqualifications/penalizations section for example) informing participants about the tool. Here is a model of the sort of text that could be included:

*“The contest Organizer will use the EasyPromos Fraud Index tool to verify the validity of votes received by contest participants. This tool will enable the Organizer to ascertain, upon finalization of the participation period, whether a participant has engaged in fraudulent practices to obtain more votes. If the Fraud Index of an entry is equal to or greater than 100%, then the Organizer reserves the right to disqualify the participant and declare his or her entry void.”*

7. EASYPROMOS recommends that the CLIENT proceeds with the disqualification of the participant taking into account the result of the Fraud Index and ensuring that the following conditions are met:
  - a. The voting period has ended.
  - b. The Legal Bases of the contest include a statement informing users that the Fraud Index will be used to validate the votes received by participants.
  - c. The Fraud Index value exceeds 100%.
8. EASYPROMOS does not obligate CLIENTS to use the Fraud Index in their contests or to include a statement in the Legal Bases informing participants that the tool is being used. However, EASYPROMOS does recommend that the CLIENT include, where appropriate, a brief reference to the use of the Fraud Index in the Legal Bases, so that when the participant accepts them he/she is consenting to having his/her entry monitored by this tool.
9. If a participant requests that a CLIENT provide proof of the invalidity of an entry, the CLIENT can provide the participant with a Validity Report. The Validity Report consists of a webpage developed by EASYPROMOS which includes the name of the participant, the number of votes obtained, the Fraud Index value and the final result. The CLIENT will have access to the Validity Report of each participant once the voting period is over.
10. THE CLIENT will be able to access the Validity Report via a link that is unique to each participant. This link is only available to the CLIENT, but can be shared with a participant who requests it within 90 days of the end of the voting period.
11. EASYPROMOS recommends that the CLIENT send the Validity Report to the participant accompanied by a text similar to the one below:

*“The contest organizer informs you that the Validity Report has been generated by EASYPROMOS using the Fraud Index tool. This tool enables EASYPROMOS to calculate the probability that votes received by a participant have been obtained as a result of fraudulent practices. In the Validity Report provided you can see the number of votes received by your entry, as well as the Fraud Index which has been calculated on the basis of alerts detected by the Fraud Control System. The Validity Report has been generated automatically, based on the alerts registered in the votes received. Therefore there is no possibility that the contest organizer has been able to manipulate the value of the Fraud Index.”*

12. EASYPROMOS informs the CLIENT that the value of the Fraud Index is calculated from a series of algorithms and probabilities obtained as a result of the different alerts associated with votes received by participants. Therefore, the value of the Fraud Index cannot be considered an exact or mathematical calculation. EASYPROMOS takes absolutely no responsibility for the accuracy with which the value of the Fraud Index has been calculated for each participant. Nonetheless, EASYPROMOS endeavors to adopt all the technical measures at its disposal to obtain the most accurate Fraud Index possible.
13. Under the provision of paragraph 12, EASYPROMOS takes no responsibility for the conflicts that may arise between CLIENT and participant as a consequence of the disqualification of said participant from the contest, or as a result of the CLIENT'S lack of diligence in not sending the Validity Report to the participant within the period of validity prescribed in paragraph 10.
14. Nor does EASYPROMOS take responsibility for any disputes that may arise between CLIENT and participant when the CLIENT has not informed participants that the Fraud Index is being used.



15. Furthermore, EASYPROMOS does not take responsibility for the negligent or fraudulent use by the CLIENT of the Fraud Index tool, or for the usage of the tool in a manner contrary to the provisions of these Conditions.

## **8. VIDEO HOSTING EXTENSION SERVICES**

The CLIENT may contract the Video Hosting services provided by EASYPROMOS, which consist of enabling promotion participants to upload a video file directly to EASYPROMOS to participate in the promotion developed by the CLIENT through the platform.

For the provision of this service, EASYPROMOS will subcontract the services of VIMEO Inc. which, through its VIMEO PRO platform, enables the hosting, streaming and conversion of videos uploaded by users to EASYPROMOS.

If the CLIENT decides to contract the Video Hosting Extension services, the CLIENT must communicate to promotion participants the limitations established by VIMEO regarding the content of videos that users may participate with. More specifically, when contracting these services, the CLIENT undertakes to inform users, via the legal bases that regulate the participation conditions of the promotion, about the provisions of the VIMEO guidelines regarding the limitations of video content.

These guidelines include but are not limited to the following:

1. It is prohibited to upload videos that violate the intellectual and industrial property rights of their owners, and/or use movie scenes, music or any other material that is subject to intellectual and industrial property rights.
2. It is prohibited to upload videos which contain sexually explicit or pornographic material.
3. It is prohibited to upload videos which are degrading or which include abuse or harassment, videos which violate privacy or which contain acts of defamation or discrimination.
4. It is prohibited to upload videos which represent or promote violence, or which contain extreme violence, abusive treatment, self-harm or mistreatment of animals.

For more information about the guidelines established by VIMEO regarding the limitations in video content, visit the following [link](#).

The CLIENT will be responsible for the non-compliance of promotion participants regarding the content that they include in their videos.

In addition, if the CLIENT contracts this service, said CLIENT undertakes to obtain the express consent of users to carry out the international transfer of their personal data to the United States of America, or to request the corresponding authorization if it should be necessary.

## **9. APPLICATION INTEGRATION SERVICE IN THE EASYPROMOS PLATFORM**

EASYPROMOS offers the CLIENT, as part of its service, the integration of third-party applications in the EASYPROMOS platform, with the aim of providing a more agile and effective service for managing the user database generated through the platform.

In order to implement integration with third-party applications, the CLIENT should be registered in the applications that that he or she wishes to integrate into the EASYPROMOS platform. In this sense, the CLIENT should have expressly contracted the services of said applications having accepted the corresponding contract conditions, as well as the privacy policy and the processing of personal data.

The integration with third-party applications may be carried out whenever the CLIENT expressly authorizes said integration through the platform enabled by EASYPROMOS. In this sense, the CLIENT authorizes the access of applications that he or she wishes to integrate into the database generated via the EASYPROMOS platform.

EASYPROMOS shall maintain in all cases the security measures necessary for the protection of personal data.

## **10. RIGHT OF WITHDRAWAL, CANCELLATION OF LICENSE AND TERMINATION OF THE CONTRACT**

**LACK OF RIGHT OF WITHDRAWAL:** The licenses of use for EASYPROMOS applications are based on computer files provided electronically, made for immediate use. Because of this, in accordance with current legislation, once the application has been contracted, the CLIENT may not cancel the purchase and get a refund on the payment made. In any case, remember that some of the modalities of EASYPROMOS, such as BASIC applications, offer a free license with which to test out the platform.

**CANCELLATION OF THE LICENSE AND TERMINATION OF THE CONTRACT BY THE CLIENT:** The CLIENT may terminate this licensing contract and deactivate the contracted application at any time. To do so, THE CLIENT must send their cancellation request by email to [sales@easypromosapp.com](mailto:sales@easypromosapp.com). EASYPROMOS will under no circumstances refund the payments made by the CLIENT.

**CANCELLATION OF THE LICENSE AND TERMINATION OF THE CONTRACT BY EASYPROMOS:**

1. EASYPROMOS may terminate this licensing contract and cancel and deactivate the promotion without giving any type of notice or prior notification to the CLIENT if it receives a report of misuse from Facebook, Instagram, Twitter, Google or any other relevant authority. In such cases, the CLIENT does not have any right to claim a refund of the sums it has paid nor compensation for damages incurred by them or by third parties, lost profits or any other cause.
2. EASYPROMOS may also terminate the present licensing contract and cancel or deactivate the application without giving any type of notice or prior notification to the CLIENT if Facebook, Twitter, Instagram or Google modify its promotions and/or applications policy in such a way as to make the use of the application contracted by the CLIENT unviable, whether for legal or technical reasons, or for any other reason that does not depend on EASYPROMOS. In such cases the CLIENT does not have any right to claim a refund of the sums it has paid nor compensation for damages incurred by them or by third parties, lost profits or for any other cause.

The termination of this contract for any reason will entail the finalization of any maintenance, performance or installation obligations that fall on EASYPROMOS as a result of the application.

## **11. INTELLECTUAL AND INDUSTRIAL PROPERTY**

THE CLIENT recognizes and expressly consents that all copyright, trademark and other intellectual and industrial property rights over the application or over the contents supplied as part of the application belong at all times to EASYPROMOS or to those who provided EASYPROMOS license for its use. The CLIENT may not use said material unless they are expressly authorized to do so by EASYPROMOS. However, they may print and download portions of material that are for their own non-commercial use, provided they agree not to change or delete any proprietary rights in said



materials. The CLIENT agrees to use EASYPROMOS website and its contents in accordance with the law and the General Conditions (and subsequent amendments thereto) as well as the generally accepted good practices, uses and customs of the internet and public order. The unauthorized use of the materials and information contained on the website may result in the violation of the legislation on intellectual or industrial property and other applicable laws. Any infringement of these rights may lead to proceedings in civil, judicial or penal courts.

Specifically, the CLIENT cannot use robots, spiders or other data mining or data extracting tools, nor manual processes for compiling or copying content or data related to the service in a form that is not authorized by EASYPROMOS. THE CLIENT cannot use meta tags or any other "hidden text" using the EASYPROMOS name and trademark without their authorization.

## 12. COMMITMENTS AND GUARANTEES

1. EASYPROMOS is committed:
  - 1.1. To making sure that its applications comply strictly with the applications and promotions guidelines of Facebook, Instagram, Twitter and Google.
  - 1.2. To not taking part in the prize draws or interfering with, or influencing in anyway, the development of the promotion or in the choosing of the prize winners, who can be selected through the mechanism described in section 10.2 c) of the current terms.
2. The CLIENT recognizes, agrees and accepts that:
  - 2.1. The application is standard software that has not been made to meet the individual specifications of each CLIENT.
  - 2.2. It is not possible to run the application in such a way as to not incur errors under any circumstances, as said application may experience errors or even become disabled due to the modifications or technical incidences of third-party development platforms such as Facebook, Twitter, Instagram or Google.
  - 2.3. EASYPROMOS offers a variety of mechanisms for determining, publishing and notifying the winners and/or alternates of a promotion. The mechanism will depend on the type of promotion carried out, for example a voting contest, an Instant Winner contest, a knowledge-based contest, a promotional code, or a random sweepstakes.
  - 2.4. There are two options for determining winners and/or alternates via a random sweepstakes:
    - 2.4.1. Option 1: The promotion administrator manually enters the winners of the sweepstakes carried out previously by the administrator by means of the mechanism chosen to run the sweepstakes.
    - 2.4.2. Option 2: The EASYPROMOS application includes a tool that has been verified before a notary. CLIENTS can use this tool (hereinafter referred to as "Sweepstakes Tool") to run a sweepstakes 100% randomly from the platform, as specified in point 13 of Terms and Conditions.

## 13. SWEEPSTAKES TOOL

In accordance with the second procedure for obtaining winners outlined in point 12.2, the Promotion Administrator can choose to use the Sweepstakes Tool available via the Easypromos application. The procedure for obtaining winners with the Sweepstakes Tool has been verified by a notary by means of notarial verification dated June 16, 2017, before the notary Mr. Celso Méndez Ureña in Madrid, proving that (i) the sweepstakes carried out via the Easypromos tools are random and that (iii) the Certificates of Validity thus obtained cannot be deleted and/or modified. The process of running a sweepstakes via the Easypromos application is as follows:

- The sweepstake will be run among the finalists determined by the promotion administrator.
- Each finalist can have one or more participations in a specific prize draw, according to the established by the Administrator on the Legal Terms of the prize draw.
- In case the Administrator allows several entries in a prize draw for the same finalist, participations will be assigned in a consecutive way by the assignment of numbers to the finalists starting from 0. That is, if the same finalist has been assigned 3 participations, participations 0, 1 and 2 will correspond to this finalist, and so on and so forth for the rest of the finalists.
- The Administrator can establish the number of winners and alternate winners for the prize draw.
- Once the number of winners and alternates has been determined by the administrator, EASYROMOS will carry out a sweepstakes via a random integer selection mechanism.
- To randomly select the first winner, a random number between 0 and the final participation number will be obtained. The number selected will determine the winning participation. If there are new winners, the winning user will be eliminated, along with his or her participations, and the participation numbers will be reassigned so that they are correlative again. A random number between 0 and the final participation number will then be obtained once more. This procedure is carried out to determine each winner and alternate.
- Once the winners and alternate winners have been obtained by means of this mechanism of random selection, EASYPROMOS will proceed to save this information and the prize draw administrator will no longer be able to repeat the selection process of winners and/or alternate winners.
- After carrying out the prize draw and once the winners and alternate winners have been obtained, EASYPROMOS will issue a Certificate of Validity, which certifies the method used and the winners and alternate winners that have been obtained by means of this mechanism.
- This certificate will only be issued once per each prize draw without being able to do any change and/or modification in this certificate. All Certificates of Validity generated will be published immediately at <https://sweeps.easypromosapp.com/certificates>

#### 14. LIABILITIES

1. EASYPROMOS declines any liability for information or content not directly managed by it.
2. In particular, EASYPROMOS remains exempt from all liability as regards the content that the CLIENT incorporates, divulges, develops and manages through EASYPROMOS applications, as well as the use that the CLIENT or third party makes of this content or of the EASYPROMOS application itself. By way of example and without limitation to the following, EASYPROMOS is in no way responsible for:
  - a. The quality or conformity of the products, services or prizes offered by the CLIENT through the application.
  - b. The compliance of tenders and promotion conditions.
  - c. The legality and/or veracity of the publicity, information, conditions and any content published by the CLIENT or by third parties, whether directly or through links.
  - d. The infringement of the rights of third parties or any other infringements arising from the content which the CLIENT incorporates into the application or from the use of said application.
  - e. The infringement of the rights of third parties or any other infringements that arise from the conduct, actions or contents of the promotions/contests that the CLIENT creates and/or manages through the EASYPROMOS application.
  - f. Civil, criminal or administrative offences or any other liability for violations or illegal acts which are not derived from deliberate conduct by EASYPROMOS.
  - g. Any failure in the random prize draw platform [www.random.org](http://www.random.org), including a lack of availability, maintenance or effective functioning of said platform and/or its services, and also excluding, to the maximum effect permitted by the law, any liability for

- damages of any kind which may be attributable to that platform and which are not derived from deliberate conduct by EASYPROMOS..
- h. The existence of viruses, malicious or harmful programs in the random prize draw platform [www.random.org](http://www.random.org), as well as illegal, negligent or fraudulent use or use that is contrary to the terms of the present General Conditions, or to the good faith of said platform.
  - i. The payment of direct or indirect taxes related to the promotion.
  - j. The content of other internet pages which may be accessed via links in the EASYPROMOS website.
3. THE CLIENT assumes all liability arising from the information and content that is incorporated in the use of the application and for that which derives from the use of the application itself; for the implementation of the content of their promotion and contests; and for ensuring that the bases and conditions meet the promotion guidelines of Facebook, Instagram, Twitter and Google, and the laws of their country/-ies and/or territory/-ies relevant to promotions or contests.
  4. EASYPROMOS is exempt from any liability to the CLIENT or third parties for problems with the application stemming from errors, malfunctioning or any technical incidences within Facebook, Instagram, Twitter or Google or any other third-party platform integrated into the EASYPROMOS platform.
  5. EASYPROMOS will not be liable for any interruption or performance problems resulting from application modifications or changes made unilaterally by Facebook, Instagram, Twitter or Google in their software or platforms, nor in the conditions and policies of the social networks' running of the applications and promotions contained within.
  6. EASYPROMOS will not be liable for any interruption or problems in the performance of the application resulting from exceeding the server's resources, viruses, malware, failures or any other technical issues not directly dependent on EASYPROMOS.
  7. In no event will EASYPROMOS be liable for a breach in conditions of this contract if such a breach results from force majeure or situations beyond its control.
  8. In no event will EASYPROMOS be liable for the adequacy or success of the application in achieving the aims of the CLIENT, meaning that EASYPROMOS will not be liable for said aim or its success, irrespective of whether or not it has been notified of said aim.
  9. EASYPROMOS excludes liability for damages of any kind, including lost profits, which may be due to the services provided by third parties via the website, including but not limited to: acts of unfair competition and illegal publicity as a result of the provision of services by third parties via the website; a lack of truthfulness, accuracy or completeness; errors, defects, relevance and/or timeliness of the content transmitted, distributed, stored, received, obtained, made available or accessible through the services provided by third parties via the website. The CLIENT will respond for damages of all kind that EASYPROMOS may suffer as a result of a breach of any of the obligations to which they are bound under the General Conditions or the law in relation to the use of the website.

## **15. COMMUNICATION, SUPPORT AND ASSISTANCE**

EASYPROMOS places at the disposal of the CLIENT a communication service with support and assistance for the resolution of any doubts regarding operation of the application via email at [support@easypromosapp.com](mailto:support@easypromosapp.com)

## **16. APPLICATION MODIFICATION**

EASYPROMOS reserves the right to make improvements, substitutions or modifications to the application or application code at any moment, with the aim of adapting the product to changes in Facebook, Twitter, Instagram or other platforms or introducing improvements in the operation of the product.

## 17. PRIVACY AND DATA PROTECTION POLICY

EASYPROMOS complies with the requirements established in the General Data Protection Regulation (GDPR) and other applicable regulations.

### DATA PROCESSOR AGREEMENT

EASYPROMOS undertakes to comply with the obligations established in EU Regulation 2016/679 of the European Parliament and Council on 27 April 2016 concerning the protection of natural persons with regard to the processing of personal data and the free circulation of said data and repealing Directive 95/46/CE (General Data Protection Regulation) in accordance with the provisions of this clause.

By means of this agreement, EASYPROMOS is authorized to process the personal data required for providing services of online campaign and promotion management, including social media campaigns, on behalf of the promotion administrator (hereinafter the CONTROLLER), who remains responsible for said processing.

This agreement leaves room to access the data, but not to transfer or share personal information, meaning that the CONTROLLER continues to exercise control over the uses and objectives of the processing of the personal data.

EASYPROMOS will not share the data without the express authorization of the CONTROLLER. However, it may share data with others who are authorized to process the data of the CONTROLLER in accordance with the CONTROLLER'S instructions, in which case the CONTROLLER will identify, in advance and in writing, the entity with which the data may be shared, what data is to be shared, and the security measures to be applied when sharing it.

All information classed as confidential that is shared between the parties for the provision of services covered by this agreement may only be used by the parties for this purpose. No party will disclose, either directly or indirectly, to any third party – without the prior written consent of the other – any information received from the other party in connection with this agreement.

EASYPROMOS will make available to the CONTROLLER all the information necessary to demonstrate compliance with their obligations and will provide support to the CONTROLLER whenever appropriate.

Likewise, EASYPROMOS will carry out a general description, whenever requested to do so by the CONTROLLER, of the technical and organizational security measures relating to: **(i)** the pseudonymization and encryption of personal data; **(ii)** the capacity to guarantee the permanent confidentiality, integrity, availability and resilience of the processing systems and services; **(iii)** the ability to restore availability and access to personal data quickly in the event of a physical or technical incident and **(iv)** the effectiveness of technical and organizational measures to ensure secure processing.

The processing will consist of storing personal data obtained from participants of promotions organized by the CONTROLLER. To this end, the CONTROLLER expressly accepts that EASYPROMOS will keep promotion participants' data for a maximum of one year, at the end of which, EASYPROMOS may proceed to delete the data, unless the CONTROLLER expressly requests the return of data, and this in accordance with the applicable regulations on data protection.

Notwithstanding the foregoing, EASYPROMOS will provide administrators of the promotions organized by the CONTROLLER with the necessary tools for exporting the personal data of participants of promotions organized through EASYPROMOS.

In all cases, EASYPROMOS may keep a copy of the data, duly blocked, while any liability may arise from the provision of services.

The CONTROLLER is informed and accepts that EASYPROMOS hosts the data in servers located in the Google Data Center in Saint Ghislain, Belgium.

Similarly, EASYPROMOS informs the CONTROLLER who accepts that both the maintenance and the monitoring of the EASYPROMOS infrastructure has been subcontracted to the service provider ACK STORM SL.

To obtain more information about the services provided by Google and ACK STORM SL, please visit this [link](#).

EASYPROMOS undertakes to assist, and cooperate with, the CONTROLLER whenever appropriate, in the following areas:

1. So that the CONTROLLER can comply with its obligation to respond to requests regarding the exercise of rights of the data subjects (access, rectification, deletion and opposition; limitation of processing; data portability; and not being subject to automated individualized decisions, including profiling). When the data subjects exercise the aforementioned rights before EASYPROMOS, the latter must communicate this by email to the CONTROLLER, without undue delay. The communication will be accompanied by all other information that may be relevant to resolving the request.
2. To ensure that the CONTROLLER is able to fulfil the duties of applying the relevant security measures in the processing.
3. In the performance of impact evaluations related to data protection, whenever appropriate.
4. In the carrying out of prior consultations with the supervisory authority, whenever appropriate.

In the same way, EASYPROMOS will notify the CONTROLLER by email, without undue delay, if it becomes aware of any security breach affecting the personal data in its charge. The communication will be accompanied by all information relevant for the documentation and communication of the incident.

Notification will not be necessary if it is unlikely that said security breach constitutes a risk to the rights and freedoms of natural persons.

If available, the following information, at least, will be provided: **(I)** a description of the nature of the personal data security breach, including, when possible, the categories and approximate number of those affected, and the categories and approximate number of personal data records affected; **(II)** the name and contact details of the data protection officer or other point of contact from which information may be obtained; **(III)** description of the possible consequences of the personal data security breach; **(IV)** description of measures adopted or proposals to remedy the personal data security breach; including, if applicable, measures adopted to mitigate possible negative effects.

If it's not possible to provide all the information simultaneously, and to the extent that it's not, the information will be provided gradually, without undue delay.

EASYPROMOS and its staff will fulfil the following obligations:

1. To use the personal data being processed or collected for inclusion in the services described in this contract only for the purpose described in this section. In no case may EASYPROMOS use the data for its own purposes.
2. To process the data in accordance with the instructions of the CONTROLLER. If EASYPROMOS considers that any of instructions violates the Data Protection regulations it will inform the CONTROLLER immediately.
3. To ensure that those authorized to process the personal data have committed themselves expressly and in writing to respect data confidentiality and comply with the corresponding security measures.
4. To take measures to ensure that anyone acting under its authority who has access to personal data can only process that data in accordance with the instructions of the CONTROLLER.
5. Not to share the data with third parties without the express authorization of the CONTROLLER and in cases where the applicable data protection regulations so establish it.
6. To share data with other data processors in accordance with the CONTROLLER'S instructions. In this case the CONTROLLER will identify, in advance and in writing, the entity with which the data is to be shared, the data to be shared, and the security measures to be applied when sharing.
7. To make available to the CONTROLLER all the information required to demonstrate compliance with its obligations.

For its part, the CONTROLLER is obliged to ensure compliance with all the technical and organizational measures required to guarantee the security of the personal data, preventing any alteration, loss or unauthorized access.

The CONTROLLER is also obliged to inform EASYPROMOS of any variation in the personal data provided so that it may be updated, and to comply with the applicable data protection regulations regarding the rights of contest participants as stipulated in the General Data Protection Regulation and other applicable regulations.

## **18. ENTIRE AGREEMENT**

If any one of the provisions of this contract is rendered null and void, it will be ignored, but the rest of the agreement shall remain binding to both parties.

## **19. APPLICABLE LAW AND COMPETENT JURISDICTION**

For any question, conflict or controversy that may arise with relation to the validity, interpretation, compliance and/or enforcement of these General Conditions and to the relation existing between the parties, these are expressly submitted to Spanish law and the jurisdiction of the Courts of Barcelona, expressly waiving any other law or jurisdiction unless different ones are made imperative by law.



## **20. LANGUAGE**

We may translate these General Conditions, our Privacy Policy or any other guidelines of operation, policy or procedure that may be published on the site. The Spanish version will be that which prevails in the event of any doubt.