

TERMS AND CONDITIONS OF THE "EXPERT RAFFLE 2023"

DESCRIPTION OF THE CAMPAIGN

BH BIKES EUROPE S.L., with its registered address at Calle Perretagana no. 10 – 01015 Vitoria-Gasteiz, and with TIN B-01003599 (hereinafter BH BIKES), is holding a promotional campaign aimed at the followers of BH Bikes Social Networks (Facebook or Instagram), whether they be customers or otherwise of BH BIKES, advertising this promotion to encourage them to register in the Marketing Messages Programme. It consists of offering them the chance to take part in the "Lynx Race Edition Kit 2023" challenge and obtain a total of 1 prize during the promotional period, all in accordance with the requirements detailed in these Terms and Conditions.

Hereinafter, the Promotion.

GEOGRAPHICAL SCOPE

The geographical scope of the Promotion will be Spain.

PEOPLE FOR WHOM THIS PROMOTION IS INTENDED

This Promotion is intended solely for users who reside in the EU (Germany, France, Benelux, Italy, Portugal and Poland), who are at least 18 years old, who are followers of BH Bikes Social Networks (Facebook or Instagram), who has participate where this Promotion is advertised and those who have filled in the required data for participation in link. Only private individuals are considered users, excluding any employees of the companies in the BH BIKES Group, agencies involved in the Promotion, suppliers, direct and indirect employees who have been involved in preparing or printing any part of it, and their immediate family members. Anyone who is in a position to unfairly benefit from privileged and non-public information related to this activity will not be allowed to enter, nor will anyone in a position to unfairly alter its course.

PROMOTIONAL PERIOD

Those users who have filled in the required data for participation in link and have followed any of the BH Bikes Social Media accounts (Facebook or Instagram) during the period between 8 Sep 2023 and 10 Sep 2023, both dates inclusive, and comply with the provisions of these Rules, will participate in this Promotion.

PUBLICISING THE PROMOTION

By way of example and without limitation, BH BIKES will publicise the Promotion by the following means:

BH BIKES products;
the website www.bikes.com;
BH BIKES social media pages;
Newsletter.
Festibike 2023.

DESCRIPTION OF PRIZES

There is a total of 1 prize:

- LYNX RACE EDITION KIT 2023

Prizes cannot be changed at the request of the participants in the Promotion. Enjoyment of the prize will be personal and non-transferable and it is expressly forbidden to sell the prize.

BH BIKES reserves the right to replace the prizes with others of a similar nature or value.

Hereinafter the Prizes.

PROMOTION PROCESS

ACCEPTANCE

Entering the competition implies full acceptance of these rules.

REGISTRATION

Participation in the competition must take place within the time period of the Promotion, from 8 Sep to 10 September 2023 (inclusive), at: https://www.bhbikes.com/en_INT/kit-lynx-race-edition-23

Access to this page is limited to Festibike 2023 assistants and those who have filled in the required data for participation in link, through their email address, entering their contact details and by answering a number of questions related to the topic; and accepting, by clicking, to have read the Terms and Conditions, Legal Notice and the Privacy Policy, Personal Data Protection of BH BIKES and and the sending of newsletters.

PARTICIPATION

To participate you must complete the form created for this purpose on the website https://www.bhbikes.com/en_INT/kit-lynx-race-edition-23 including the following data:

Name and surname

Postcode (ZIP code)

Email

Interests

Each registered user may participate a maximum of 1 time.

RANKING

Only 1 prize will be awarded per email address/registration after validation of the winner's details.

BH Bikes will select a total of one final winner for the prize.

Entrants who are previous winners of BH Bikes competitions will only be eligible to win the prize(s) 3 months after they participated in the competition that they won.

If a winner's entry is not considered valid, according to the terms of these rules, the prize will not be assigned to any other player.

PRIZE DELIVERY TERMS

After the participants and points have been counted, the winner has been obtained and verified by BH BIKES, Customer Service will contact the winner to manage the acceptance of the Prize.

If, after several attempts, it has not been possible to deliver the Prize to the winner before December 2023, for all intents and purposes they will be deemed to have waived the Prize and the Prize will be declared null and void.

Waiving the Prize will not give rise to any right to indemnification or compensation.

Actual delivery of the Prize will be dependent on the winner meeting the conditions set forth in these terms and conditions and on the accuracy of the information provided to BH BIKES.

Without prejudice to any of the rights granted to winners in the applicable provisions, BH BIKES disclaims all liability for any losses or damages that may arise as a result of the restrictions derived from the current Covid-19 health emergency. Notwithstanding the foregoing, BH BIKES will strive to ensure the proper availability and continuity of those services.

LIABILITY AND GROUNDS FOR THE DISQUALIFICATION OF ENTRANTS

Should there be irregularities in the participation of any entrant, BH BIKES reserves the right to take any legal action within its powers against fraud or criminal acts. It also reserves the right, on justified grounds, to remove any user who cheats or disrupts or hinders its proper functioning.

In particular, if any fraudulent entries are demonstrably detected, BH BIKES reserves the right to block the entrant's user account, cancel any scores recorded by them and ban them from any future participation in any promotion by BH BIKES EUROPE S.L

TAX TREATMENT

The Prizes awarded in this Promotion are not subject to any withholding or payment towards Personal Income Tax (IRPF) pursuant to article 75.3.f) of Royal Decree 439/2007, approving the Income Tax Regulations, as its taxable base is below €301.

LIABILITY OF THE ORGANISING COMPANY

BH BIKES accepts no responsibility for any use made of the Prize by the winner, or any use of the services that have to be provided by third-party companies for the purposes of this Promotion.

BH BIKES will not, under any circumstances, be liable for any losses or damages resulting from the awarding, acceptance, enjoyment, use, rejection and/or loss of the Prize awarded by virtue of this game/or any other incident that may occur after it has been awarded and while the Prize is being enjoyed by the entrant.

BH BIKES accepts no liability for any problem or subsequent delivery of the Prize; any defect or damage will be covered by the manufacturer's warranty.

THIRD-PARTY COMPANIES

This Promotion can be accessed via different channels, besides the website at www.bhbikes.com, e.g., by way of example but without limitation, Facebook, Instagram or Twitter, or via emails and Newsletters that are received. Facebook, Instagram, Twitter and Google do not, in any case, sponsor, endorse or manage this Promotion or have any connection to it; it is developed solely and directly by BH BIKES.

PERSONAL DATA PROTECTION

Pursuant to the current data protection legislation and the European Data Protection Regulation, we hereby inform you that your personal data will be processed by BH BIKES EUROPE S.L., with its registered address at Calle Perretagana no. 10 – 01015 Vitoria-Gasteiz.

The processing of the personal data of the entrants and winners of this competition is compulsory according to the provisions of that Regulation.

Pursuant to the foregoing, the mere act of entering this competition implies the Data Subject's express consent for the processing of their personal data as described in that Regulation.

Truthfulness and accuracy of the information:

Entrants must provide accurate, up-to-date information that is consistent with their own identity. Consequently, it is assumed that the information provided by entrants and, where applicable, winners during any stage of the promotion is accurate and up-to-date and it is their responsibility to report any update and/or correction required to the responsible parties.

The data of the entrants and winners of this Promotion (hereinafter "Data Subjects") will be processed as stipulated in this clause.

Data controllers:

In accordance with the General Data Protection Regulation (hereinafter "GDPR"), we hereby inform all entrants and winners that the personal data that they provide to participate in this Promotion will be managed by the following Data Controller: BH BIKES EUROPE S.L., with its headquarters at Calle Perretagana no. 10 – 01015 Vitoria-Gasteiz (hereinafter "BH BIKES").

Data Protection Officer (hereinafter "DPO"):

The contact email of BH BIKES' DPO is rgpd@bhbikes.com.

Without prejudice to the foregoing provisions, any personal data provided to enter this competition will be stored in a file under the responsibility of BH BIKES, subject to the following terms and conditions:

Purposes for which BH BIKES processes your personal data:

BH BIKES EUROPE S.L. will process your personal data to:

- Manage your participation in the Promotion and any related activity, e.g. to inform you of any changes or issues, that you are a winner, etc.
- Manage delivery of the Prize. For this purpose, we will contact you by whatever means are available at that time (email) to request any additional information that we may need to manage delivery of the Prize (e.g. ID no., postal address, etc.).
- Reveal, publicise and publish your registered name online, as the winner, for the purpose of informing all other entrants and the general public of the identity of the winning entrants and also for the commercial or information purposes of BH BIKES.
- Send marketing messages through the conventional and electronic means of communication available, regarding products, services and the sporting, cultural and charity activities involving BH BIKES, offering benefits to our customers, according to their commercial profile.
- Provide the Data Subject with the necessary information to ensure that their entry complies with the Rules.
- Ensure that there are no fraudulent or rule-breaking activities.
- Fulfil the legal obligations inherent in the Promotion.
- Identify the winner.
- Check that the Prize was obtained fairly and that your entry complies with the Rules. To wit, to verify that the requirement has been met to only award one prize of each type per registered user/address/email for the duration of the game, and the requirement has been met regarding the period of time between promotions of which the entrant is a winner.

What is the lawful basis for BH BIKES processing your personal data?

The lawful basis for processing your personal data is:

- a) The conduct and performance of the promotional relationship that you entered into by participating in this Promotion;
- b) The fulfilment of the legal obligations applicable to BH BIKES

Our legitimate interest in the aforesaid processing is based on your consent.

Disclosure of data to third parties by BH BIKES:.

The personal data processed by BH BIKES to fulfil the aforementioned purposes may be

disclosed to the following recipients, with the lawful basis being disclosure:

- Processing personal data to announce, publicise and publish your registered name online (...) necessarily implies disclosing data to any third party with access to the means and channels of communication where the Data Subjects' data is reproduced, published or publicly disclosed.

When the Data Subjects' data is reproduced, published or publicly disclosed in media that are accessible from any country in the world, e.g. the internet, the data processing will allow third parties who are outside the territory of the European Union to gain knowledge of that personal data.

- To judges, courts, consumer rights organisations or any other third party to which BH BIKES is obliged to disclose the information in the event of a challenge being filed by the Data Subject or a claim being filed by BH BIKES or the Data Subject.
- To third parties who provide logistical support, administrative assistance or any other providers that provide a service related to this Promotion (e.g. providers of delivery and IT services). These third parties may access the personal data to the extent necessary to provide these services.

International transfers:

With the lawful basis being the fulfilment of the conditions set forth in these Rules for the successful conclusion of the Promotion and prizes, as appropriate, the Data Subject is hereby informed that when the data recipients described above are outside the territory of the European Economic Area, the disclosure of said data by BH BIKES will require the international transfer of data for the purpose of fulfilling the conditions stipulated in these Rules, although said transfer will be completed in accordance with the requirements set forth in the applicable law.

You may request a copy of these security measures by contacting us at the email address rgpd@bhbikes.com.

BH BIKES data retention period:

The data will be processed for the duration of the Promotion and, after the Prizes have been delivered, for the legally prescribed time necessary to comply with the current regulations.

Image rights:

The winning entrant authorises BH BIKES to use their name and image within the scope of their participation in the Competition, to be reproduced by any means, be they electronic (internet and similar) or conventional (paper, photographs and similar), on any medium or

technical/technological system that currently exists or is in the research and development phase (including, but not limited to, internet browsing; any form of television browsing; browsing on mobile telephones; being screened or shown in a cinema or elsewhere, or any other public screening for the benefit of BH BIKES), for the maximum legally permitted period and for all worldwide territories, to be used for marketing, commercial or similar purposes legitimately associated with the public profile of BH BIKES, and to be displayed at public events or in places that are open to the public. In view of the foregoing, the winning entrant's acceptance of the Prize implies express authorisation to use the personal rights described above.

Notwithstanding the foregoing, by way of example but without limitation, some of the activities that will be carried out by BH BIKES are detailed below:

- The winning entrant authorises the worldwide, unrestricted use, publication and reproduction by BH BIKES of their image and name, in any form of publicity, promotion, publication, including on the internet or any other medium of its kind, for the purpose of informing the other entrants and the general public of the identity of the winning entrant and also for the commercial or information purposes of BH BIKES. Among these uses, for marketing or promotional purposes, it may use and broadcast the winning entrant's images and name on the internet, the television or any other medium chosen by BH BIKES. The use and publication of the Data Subject's images in their capacity as the winning entrant, as set forth in these Rules, does not give rise to or entitle the winning entrant to any payment, compensation or financial benefits of any kind.
- The winning entrant must not have transferred, and must not transfer in the future, all or some of the rights referred to herein to any individual or legal entity, in any way that impedes or interferes with the previously granted rights.
- The winning entrant agrees not to withdraw this authorisation without good reason, in the knowledge that said withdrawal would lead to losses and damages for BH BIKES, given the amounts expended, to wit, to include their name, image and voice in the advertisement, in addition to the cost of removing them, if possible. The Data Subject agrees to hold BH BIKES harmless for any liabilities that may arise from the exercise of the right granted herein and to compensate it for any losses and damages resulting from a failure to fulfil the obligations assumed herein or from the inaccuracy of any declarations made. BH BIKES informs you that the processing of the aforementioned personal data necessarily implies disclosing the data to any third party with access to the means and channels of communication where the Data Subject's data is reproduced, published or publicly disclosed. When the Data Subjects' data is reproduced, published or publicly disclosed in media that are accessible from any country in the world, e.g. the internet, the data processing will allow third parties who are outside the territory of the European Union to gain knowledge of that personal information.

Rights:

We remind you that you may exercise your rights of access, rectification, cancellation, erasure, to be forgotten, to restrict processing, to portability and to object to the processing of your data by writing to BH BIKES EUROPE S.L., with its registered address at Calle Perretagana no. 10 – 01015 Vitoria-Gasteiz, and with TIN B-01003599 (Ref.: “Expert raffle 2023” promotion) or by emailing rgpd@bhbikes.com, attaching a photocopy of your ID card or passport and stating the right that you want to exercise, in addition to withdrawing the consent you have given for this processing.

You have the right to file a complaint with the Spanish Data Protection Agency (AEPD), the competent authority on data protection, via its virtual office (<https://sedeagpd.gob.es/sede-electronica-web/>) or by writing to the headquarters of that organisation..

UNFORESEEN AND EXCEPTIONAL EVENTS

BH BIKES reserves the right to cancel, extend, shorten or change the Promotion if the circumstances so require, without having to justify the decision and without entitling you to claim any type of liability as a result of it, always in a manner that avoids prejudicing the rights acquired by the entrants.

With justified grounds, the organising companies reserve the right to remove any customer who cheats, disrupts or renders impossible the proper functioning of the Promotion and the normal, lawful course thereof.

To ensure and verify the truthfulness of the Promotion’s entrants, if BH BIKES detects any anomaly in the winner’s participation or the way the winner is determined; it will have the right to request further information and documents, with the entrant being responsible for keeping these for such an eventuality, even after the Promotion has ended.

BH BIKES accepts no responsibility for any technological faults in communications services resulting from unforeseen causes, i.e. in the automatic reception service.

QUERIES AND INFORMATION

The conditions of participation in this Promotion will be posted on the BH Bikes Social Networks (Instagram and Facebook) and on the website https://www.bhbikes.com/en_INT/kit-lynx-race-edition-23 throughout the participation period.

For any further queries about the Promotion, the customer may call the telephone line provided for that purpose, 945 13 52 02

APPLICATION OF THE TERMS AND CONDITIONS

The mere act of participating in this Promotion implies acceptance of these Terms and Conditions. In the event of any doubts about the interpretation of these Terms and

Conditions, the opinion of BH BIKES will prevail.

Any material changes to these rules will be communicated through the BH Bikes Social Networks (Instagram and Facebook) and on the participation website https://www.bhbikes.com/en_INT/kit-lynx-race-edition-23 and to the registration emails of the respective participants, with a notice of 10 days before the changes made will come into effect. If the participant chooses to continue participating in this competition he/she accepts these changes.

The Promotion is free to enter.

DISPUTES AND APPLICABLE LAW

These Terms and Conditions are governed by Spanish law.

Any breach of the Terms and Conditions by the entrant will result in their immediate elimination.

All entrants and the organising company agree that any dispute that may arise regarding the interpretation or enforcement of these Terms and Conditions will be subject to the jurisdiction of the courts of Vitoria-Gasteiz.