

LEGAL FRAMEWORK OF THE COMPETITION

“THE MASTER’S RECIPE BOOK” (EL RECETARIO DE LA MAESTRÍA)

1. ORGANISING COMPANY & OBJECT OF THE COMPETITION

CARAPELLI, with registered office at CL/MARIE CURIE (EDIFICIO BETA), 28521 RIVAS VACIAMADRID (MADRID) and with VAR identification number A48012009 (hereinafter, indistinctly, the “**Organiser**” or “**Carapelli**”), makes available to participants the terms and conditions that shall govern the competition called “THE MASTER’S RECIPE BOOK” (hereinafter, the “**Competition**”), in which they may participate through the web page found at the URL: [<https://carapelli.com/en/cookbook-olive-oil-recipes>] (hereinafter, the “**Website**”).

This legal framework (hereinafter, the “**Framework**”) governs the functioning of the Competition, consisting in the creation of a recipe and the uploading of the recipe to the website, with three winning recipes chosen (1) every four months (April, August and December) during the period for which the Competition lasts.

The winning participants of the Competition shall see their recipe on the website on a permanent basis, as well as the conversion of their recipe into a still life image (the still life image shall be created through a photograph in the style of a Renaissance still life painting).

Value of the prize at the end of the competition: the three winning recipes shall be recreated by a chef and photographed in the style of food still lives, worth € 299 (hereinafter, the “**Prize**” and/or “**Prizes**”).

2. TIME & TERRITORIAL SCOPE OF THE COMPETITION

The participation period for the competition shall begin on 4th January 2019 at 9:00am CET (Central European Time) and shall end on 31st December 2019 at 19:00 CET (Central European Time), during which period the provisions of this Framework shall be in force. Participation outside of the aforesaid period is not allowed.

The selection and publication of the winners shall be done on a four-monthly basis, with one (1) participant being chosen as a winner every four months that the competition lasts, specifically on the 10th day of the month following the end of each phase, after 9:00 CET (Central European Time), pursuant to the procedures and criteria indicated in this Framework.

The Organiser reserves the right to suspend, postpone, cancel or alter the duration of the Competition at any time prior to its termination, for justifiable reasons which shall be published on the Website of the Organiser, accessible at [<https://carapelli.com/en/cookbook-olive-oil-recipes>], as well as on any other communication channels through which the Competition is made known or on any social media profiles owned by the Organiser, which the Organiser could use for this purpose.

The Competition shall be international in scope, allowing all residents in such territories that meet the requirements set out in this Framework to participate for free (except for the costs arising from internet connection, as well as any other costs, such as, by way of example only, the cost of the device from which the participation takes place etc.).

3. REQUIREMENTS FOR PARTICIPATION

Participation in the Competition implies the acceptance of each and every one of the conditions established in this Framework and the acquisition of the condition of participant (hereinafter, the "**Participant**" or the "**Participants**").

In order to participate in the Competition, it is essential to comply with the following requirements:

- To be a natural person;
- To be of legal age, that is, be over eighteen (18) or the equivalent age in the country of residence if the legal age differs from that mentioned above;
- To access the Website and post the recipe book on it in the corresponding section provided for this purpose, accessible at the following link <https://carapelli.com/en/cookbook-olive-oil-recipes>.
- To accept this Framework by ticking the specific box enabled for this purpose on the website.

In the event that a Participant who does not meet the above requirements is a winner, the Participant shall not be entitled to any Prize, and the Prize shall be awarded to the following Participant in order set out in the criteria established in this Framework.

4. CONDITIONS OF PARTICIPATION

In order to guarantee the independence of the Competition and its transparency, neither the employees of the Organiser nor those of its subsidiaries nor relatives of these up to the second degree of consanguinity nor the advertising agencies nor any company involved in the Competition, nor the providers that can be related to it, nor any person that can be related directly or indirectly with the Organiser or associated with the carrying out of this Competition may participate in the Competition.

Those who do not meet each and every one of the requirements previously stated may not participate in the Competition. If Participants who do not meet the requirements stated in this Framework and/or who do not comply with the provisions of this Framework were to be winners, they shall be excluded from the Competition and lose their right to obtain the Prize.

Participation in the Competition implies the acceptance of each and every one of the conditions established in this Framework and of the statement of winners once it has been communicated within the framework of the Competition.

Every Participant guarantees the accuracy of the information provided before or during participation in the Competition. Any inaccurate statement shall cause the loss of the right to obtain the Prize and the obligation to return the Prize if it is discovered that the aforesaid information is inaccurate.

The Organiser reserves the right not to admit or to expel as a Participant in the Competition any user who has previously exhibited disruptive behaviour, prevented or hindered with his/her words or deeds the smooth running of the Competition and/or who, in any case, carries out actions that may be considered abusive, contrary to the general

principle of good faith and/or to the principles of independence, impartiality and/or objectivity towards the Competition.

In no case whatsoever shall participations that might cause damage to the physical or moral integrity of any person, or that make statements or manifestations of a political, ideological, religious or obscene nature, or that may in any form offend the honour of any third party may be admitted. Participations who, at the Organiser's discretion, fail to meet the provisions of this paragraph shall be excluded.

5. OPERATION OF THE COMPETITION

Every Participant who meets the requirements and conditions previously stated in this Framework within the stated time period shall be permitted unlimited participations in the competition even if the user may only be named winner once.

By virtue of this Competition, Participants may see their recipes (provided that the Participants are winners) appear on the Website on a permanent basis, allowing users of the Website to download the recipes.

In the context of the Competition, 3 (1) selections of winners shall take place on the basis of the criteria defined in Point 6 of this Framework, and the winners shall receive a print of the still life of their recipe.

In the event that the Organiser detects or has sufficient evidence, regardless of the route or technical means used for it, that a Participant is participating in the Competition using credentials that do not correspond to his/her identity, impersonating another individual, as if they were different Participants, or failing to comply with another aspect of this Framework, the Organiser shall automatically proceed to the elimination and disqualification of the offending Participant.

6. DETERMINATION OF WINNERS

The three (3) winners of the Competition shall be selected by a jury made up of 3 members of the Company.

The jury shall take into account the following objective criteria:

- Quality and deliciousness of the recipe submitted;
- Good use of Carapelli Extra Virgin Olive Oil in the recipe.

The winners shall be chosen from all the Participants that meet the requirements expressly stated in this Framework (hereinafter, the "**Winning Participant**" or the "**Winning Participants**").

One winner shall be chosen in April, one in August and another in December of 2019.

The Organiser shall not be responsible in the event that any of the data of a Winning Participant are incorrect or if the data necessary for his/her identification and/or to the awarding of the Prize are incorrect and the awarding or identification cannot be carried out as a result.

Furthermore, by means of this Competition, 3 substitute winners shall be chosen, who may claim the Prize in the event that one of the selected Winning Participants refrains from claiming the Prize or does not sign the necessary documents to confirm his/her home address or does not meet the requirements detailed in this Framework.

In the event that a Participant who does not meet the requirements and conditions of participation set out in this Framework is a Winning Participant, he/she shall not be entitled to obtain any Prize, and the Prize shall be given to a substitute Participant pursuant to the criteria stated in this Framework.

In the event that an anomaly or irregularity in the participation in the Competition is detected, or that the Winning Participant fails to meet any of the requirements and conditions of participation set out in this Framework, when the Organiser proceeds with the verification of the winners, the Organiser may exclude the Winning Participant associated with the aforesaid irregularities and breaches. The Winning Participant shall lose the right to obtain any Prize, and the Prize shall be given to a substitute Participant, specifically the one who is first on the list of substitutes. The aforesaid substitute shall become the Winning Participant and so on in the event that more irregularities are discovered.

7. COMMUNICATION TO THE WINNERS & OBTAINING THE PRIZE.

The Organiser shall contact the Winning Participants individually between the 10th and the 15th day of the months previously stated, between 9:00 and 19:00 CET, by private communication in the form of an email.

The Winning Participants shall have twenty-four (24) hours, from the date and time of receiving the private communication, to contact the Organiser for the purpose of proving their identity and, if appropriate, to accept the Prize through email.

In the event that the Winning Participants have not contacted the Organiser within a period of twenty-four (24) hours from the date and time of the sending of private communication has elapsed, they shall lose their status as Winning Participants and the Organiser shall proceed to declare the first substitute from the list as a Winning Participant.

Likewise, on the 15th day of the months of 2019 previously indicated, the Organiser shall contact the winners by email

Once the data of the Winning Participant have been verified, the Organiser shall proceed to send the Prize via regular post, within a period of 72 hours counting from the hour in which the verification of the data of the Winning Participant was registered.

All the prizes shall be sent to the 3 winners.

8. INTELLECTUAL & INDUSTRIAL PROPERTY. ASSIGNMENT OF RIGHTS

In the event that the content that the Participants submit is subject to intellectual property or analogous rights, they must assign free and exclusive title to the Organiser, with the right to assign to third parties, exclusively or not, all the intellectual and industrial property rights, as well as any other analogous rights and, especially, the rights of reproduction, distribution, public communication and transformation, with the possibility that the Organiser or other third parties designated by the Organiser may carry out the widest possible exploitation of these rights on a global scale, by any means and in any form, through any modality and for the maximum time period that is permitted by Royal Legislative Decree 1/1996, of 12th April, approving the Consolidated Text of Intellectual Property Act, with the participants being liable to the Organiser for the peaceful exercise and enjoyment of such rights.

9. PROTECTION OF PERSONAL DATA

Pursuant to Regulation (EU) 2016/679, of the European Parliament and of the Council, of 27th April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the Organiser shall process your data for the following purposes:

- To manage your participation in the competition in question, the carrying out of your participation, the designation of the Winning Participants and the awarding of the Prizes;
- To answer any questions that the Participant may have about the Competition;
- In the event that the Participant has ticked the relevant box, to manage the sending of commercial communications about products and services of the Organiser by electronic and/or conventional means.

The personal data that are requested are the name and surname of the participant and his/her email.

Personal data shall be stored for the duration necessary for the carrying out of the object for which they were collected, unless the Participant requests that Carapelli erases them or opposes their processing or revokes his/her consent.

All requested personal data are obligatory (unless the contrary is specified in the required field) to meet the stated purposes, in such a way that refusal to provide them or their incorrectness shall make it impossible to manage the participation in the competition.

The processing of the data of the Participant on the part of Carapelli to carry out the management of his/her participation in this competition, the answering of any question that they may have about the competition, as well as the management of the sending of commercial communications about products and services of the Organiser is based on the consent given by the Participant at the time of the Participant's desire to participate in the competition, and it may be revoked by the Participant at any time.

Nevertheless, in the event that you withdraw your consent for your participation in the competition to be managed, please bear in mind that we shall be unable to manage your participation, causing the loss of your status as a Participant in the competition. Additionally, we must inform you that the withdrawal of your consent shall not affect the legality of processing carried out previously.

Through the acceptance of this Framework, and unless otherwise stated, the data subject provides consent for his/her personal data, specifically his/her name, surname and photo, to be included on the list of Winning Participants which shall be published on the Facebook and Instagram profiles of the brand, pursuant to the provisions of this Framework.

Likewise, database management service providers and promotional action management service providers shall have access to the data provided by the data subject for the purpose of carrying out the competition and the selection of its winners, as well as to the banks and financial companies and to the relevant Public Administrations.

Participants warrant that the data provided, if appropriate, are true, exact, complete and up-to-date, as they are responsible for any harm or injury, direct or indirect, that could occur as a result of breaching such an obligation. In the event that the data provided, if appropriate, belong to a third party, Participants warrant that they have informed the aforesaid third party of the aspects contained in this Framework and have obtained their authorisation to provide their data to the Organiser, for the purposes stated.

Participants shall be entitled to:

- Revoke the consent given;
- Obtain confirmation about whether the Organiser is processing personal data that concern them or not;
- Access their personal data;
- Rectify inaccurate or incorrect data;
- Request the erasure of their data if, amongst other reasons, the data are no longer necessary for the purpose for which they were collected;
- Obtain from Carapelli the limitation of processing of data if any of the conditions stated in the data protection provisions are met;
- Request the portability of their data;
- Oppose the processing of their data;
- Lodge a complaint before the Spanish Data Protection Agency, at the address: Calle de Jorge Juan, 6, 28001 Madrid, if the data subject considers that Carapelli has violated the rights that are recognised by the applicable data protection provisions.

For the purposes of exercising the aforesaid rights, you must address a written communication to the central offices of Carapelli registered at [...] or otherwise to the email address [...] attaching a copy of your Spanish ID Card no. or equivalent national identification document and specifying the right that you want to exercise.

Notwithstanding the above, data subjects may contact the data protection officer of Carapelli through the email address [...].

10. TAX OBLIGATIONS

In the event that the Winning Participant resides in Spain, pursuant to the provisions of Royal Decree 439/2007, of 30th March, approving the Regulation on Personal Income Tax, the Prizes are subject to withholding or payment on account of 19% of the published value of the Prize, which shall be carried out by the Organiser. The Prize awarded in this competition constitutes, for the purposes of current Spanish legislation, a capital gain not derived from a conveyance and subject to personal income tax, for which the Organiser makes the corresponding payment to the Spanish Tax Agency (AEAT), with the rest of the tax being the responsibility of the Participant who wins the Prize.

Notwithstanding the above, in the event that the Winning Participant resides in a [NON-EU COUNTRY], it should be noted that the withholding normally applied to non-EU residents is 24%, without prejudice to what is established in each case by the Double Taxation Treaty signed between the country of the Winning Participant and the Kingdom of Spain. Therefore, and although a withholding tax of 24% on the published value of the Prize would generally be applicable, the Double Taxation Treaty with the Winning

Participant's country of origin shall be analysed in each case, in order to check if there is a specific provision that establishes a lower tax rate.

11. USAGE RULES

The Participant commits to full compliance of the provisions of this Framework.

Furthermore, participation in the competition for illegal or unauthorised purposes, with or without an economic purpose, is not permitted. Therefore, the consequences of such a participation shall be of the exclusive responsibility of the Participant.

In particular, purely for descriptive purposes but without limitation, the following behaviours and/or actions are prohibited:

- 1) Preventing the normal course of the competition or any of its functionalities, whether altering or trying to alter, illegally or in any other form, the access, participation or functioning of participation, or using fraudulent methods of participation, through any procedure and/or through any practice that attacks or violates this Framework in any way;
- 2) Participating in the competition in a way that violates the rights of any third party or the Organiser, or that is contrary to the law, good faith, morality and/or public order.

Any Participant who does not meet the provisions of this Framework and, in particular, these prohibitions, shall be responsible for any claim, as well as any damages which could be produced as a result.

Notwithstanding the above, and even when no claim is made, the Organiser reserves the right to terminate participation or prevent access to the competition to Participants who do not meet these conditions.

12. LIABILITIES & WARRANTIES

The Organiser, as well as any companies related with this competition, are not liable for possible losses, damages, delays or any other circumstances attributable to third parties or to the Internet which could affect participation in this competition.

Likewise, the Organiser does not guarantee the availability, continuity or infallibility of the operation of the Website, of the Internet platform or of any other means used to carry out the competition and, as a result, is exempted, to the maximum extent permitted by current Spanish legislation, from any liability for damages of any nature that may be due to the lack of availability, continuity or malfunction of the aforesaid platform or of any other means used, which could affect or prevent participation in the competition and/or its normal course.

In the event that the lack of availability of the platforms through which the competition is carried out affects more than 25% of the period expressly stated for the carrying out of the competition, the Organiser reserves the right to cancel and/or repeat the competition, and in such case may annul all participations made up until that time, which would not be kept for the following competition.

In the event any technical or operational fault that hinders the normal course of the competition and, in particular, which makes it impossible to determine the Winning

Participants concurs, the Organiser shall put an end to the competition and the Participants shall not have the right to receive any compensation for this reason.

The Organiser shall not be liable for the opinions, interpretations and conclusions, content, comments and images generated, expressed or shared, or acts or omissions of the Participants or of third parties contrary to the law or to the rights or interests of others, these being the liable parties to turn to in the event of any controversy that may arise.

Additionally, the Organiser, its suppliers, subcontractors, collaborators, agents or distributors are exonerated from any liability for damages, whether physical or of any other kind, that any Participant of the competition may suffer during his/her participation in the competition for any action or omission not attributable to the Organiser, its suppliers, subcontractors, collaborators, agents or distributors.

The Organiser may require one, several or all of the winners to sign a statement of exemption from liability of the organisation, to be handed in before the established deadline, as a condition prior to the delivery of the Prizes.

Even if the Organiser undertakes to fulfil its obligations set out in this Framework with due diligence, it shall not be liable: (i) for errors in the content and data provided, if any, by Participants; (ii) for unsuccessful attempts to access the platforms related to the competition, or its information; or (iii) for errors or technical faults which may occur on processing participations.

In any case, if it is detected that any of the Winning Participants has engaged in fraud or dishonesty, the Organiser reserves the right to exclude him/her and to not deliver him/her the Prize that he/she may have been awarded. Furthermore, the Organiser reserves the right to eliminate from the register any Participant user who is suspected of irregular action, without any obligation to inform him/her. The Organiser intends for all users to participate on equal terms and with strict respect for the law, morality, public order, or generally accepted social norms.

Mere participation in the competition implies that the Participant has read and accepted this disclaimer and Framework that govern the competition.

13. ALTERATIONS AND/OR ANNULMENTS

In any case, the Organiser reserves the right to alter this Framework at any time, although it shall make the relevant announcement through the means used to publicise the competition, without thereby assuming any responsibility, as well as due to cases of force majeure or acts of God or to circumstances beyond the control of the organising Company, and commits to communicate the new Framework and participation conditions well enough in advance.

Equally, the validity of this competition shall be maintained as long as the component of randomness is maintained. In other words, the Organiser reserves the right to cancel the competition if there is not a minimum of ten (10) Participants, as a measure to ensure the randomness in the distribution of the Prize.

In the same way, the Organiser reserves the right to cancel the holding of the competition, provided that there is a justified and duly motivated cause. In this case, the Organiser does not commit to the awarding of the Prize, provided that the competition period expressly stated in this Framework has not expired.

In the event that the Competition holding period has expired and the cancellation occurs afterwards, the Organiser commits to distribute the Prize pursuant to the conditions stated in this Framework. However, the foregoing shall not be applicable if the cancellation of the Competition is due to an act of God or case of force majeure or circumstances beyond the control of the Organiser, and the Organiser shall not be obliged, in this case, to award the Prize to the Winning Participant.

In particular, the Organiser shall not be obliged to award the established Prizes in the event of cancellation, whether total or partial, of the Competition.

The Organiser reserves the right to make changes that shall bring the Competition to a successful conclusion if there is just cause or motives of force majeure or act of God which hinder its completion in the way that this Framework sets out. The Organiser reserves the right to postpone or extend the participation period of the Competition.

The Organiser reserves the right to cancel, suspend and alter the Competition, to change or vary any condition or requirement of the Competition and/or of this Framework, as well as to substitute the Prizes or any part thereof for a different Prize of the same value. In all cases cited, users would be informed beforehand through the means used for the holding of the Competition.

14. SAFEGUARD CLAUSE

All clauses or details of this Framework shall be interpreted independently and autonomously, and the rest of the stipulations shall not be affected if any of the clauses is declared null and void by final judgement.

In this case, the Organiser shall substitute the affected clause or clauses for another or others that have the effects corresponding to the purposes pursued by the parties in this Framework.

15. APPLICABLE LAW & CONFLICT RESOLUTION

Current legislation shall determine the laws that shall govern and the jurisdiction that shall be competent between the Organiser and Participants. However, in cases in which the aforesaid current legislation provides for the possibility for the parties to submit to a specific jurisdiction, the Organiser and Participant users, with express waiver to any other jurisdiction that may correspond to them, submit to Spanish legislation and to the Courts of Law of Madrid.