

LEGAL TERMS

Gran Canaria #FairytaleIsland

TERM 1 Purpose of the promotion and organising company

“Gran Canaria #IslaDeCuento” (Gran Canaria #FairytaleIsland) is a promotional activity by Compañía Operadora de Corto y Medio Radio Iberia Express, S.A. (Single-member company), registered on the Business Registry of Madrid under Volume 29,263, Folio 10, Section 8, Sheet M-526805 with CIF [Tax ID no.] A86312691 and with registered business address at c/ Alcañiz, 23, Madrid, España, (“IBERIA EXPRESS”) to encourage more people to join Club Express and to disseminate the IBERIA EXPRESS brand.

TERM 2 Object of the Promotion

This promotion (the “Promotion”) involves awarding various members of the Club IBERIA EXPRESS that, pursuant to these Terms, are winners of different prizes randomly given away on the roulette wheel on the website <https://www.volandoalaisladecuento.es>

TERM 3 Temporal scope of the Promotion

The Promotion will start at 00:00 on 5 November 2018 and will end at 23:59 on 10 December 2018. Spanish mainland time.

TERM 4 Description of the prize

The different prizes on the roulette wheel can give participants access to the following:

- One (1) discount code for 25% off return direct flights in economy class for two people to any of the destinations operated by IBERIA EXPRESS. Subject to promotional seat and fare availability. Only valid for flights until 31 January 2019.

- One (1) discount code for 40% off return direct flights in economy class for two people to any of the destinations operated by IBERIA EXPRESS. Subject to promotional seat and fare availability. Only valid for flights until 31 January 2019.

- One (1) discount code for 50% off return direct flights in economy class for two people to any of the destinations operated by IBERIA EXPRESS. Subject to promotional seat and fare availability. Only valid for flights until 31 January 2019.

- One (1) direct return flight operated by IBERIA EXPRESS for two (2) people to Gran Canaria. Subject to availability. Only valid for flights until 15 June 2019.

All the discount codes and the flight request can be used with the exception of the following dates:

- From 8 to 11 November 2018.
- From 5 to 9 December 2018.
- From 21 to 31 December 2018.
- From 1 to 07 January 2019.
- From 28 February to 10 March 2019.
- From 15 to 19 March 2019.
- From 11 to 22 April 2019.
- From 30 April to 05 May 2019.
- From 10 to 19 May 2019.

The winner will have to request their prize at least TEN (10) days prior to the flight. Prize redemption is subject to the availability of promotional seats on the requested flight.

The winner will be informed of the availability of promotional seats once they have made the request. The availability of seats on sale on www.iberiaexpress.com does not imply the availability of promotional seats on the flight.

Under no circumstances may the prize be sold, re-sold, auctioned or commercialised in any way. The prize is nominal and non-transferable.

In no case can the prize be exchanged for a monetary value, changed, altered, compensated for another or transferred to a third party, unless there is a written agreement between IBERIA EXPRESS and the prize winner.

In the case of force majeure or unexpected circumstances that prevent the correct execution of the prize, IBERIA EXPRESS reserves the right to substitute the prize for another with characteristics similar to that planned.

TERM 5 Participation requirements

The Promotion has a national scope (Spain). All natural persons of legal age that are registered with Club Express and sign up to the Promotion can participate. However, employees of any of the companies of the group that IBERIA EXPRESS belongs to cannot participate in the Promotion and nor can their relatives, ancestors, descendants, spouses and/or civil partners.

The identity of participants may be verified, where appropriate, by mean of official documents (DNI [Spanish ID document], passport, driving license, etc.).

Any participant that tries to illegally alter their registration and/or participation, falsifying the results of these and/or using fraudulent participation methods by means of any technical or computer process, and/or that attempts to or violates these Terms in any way will be removed from the Promotion.

IBERIA EXPRESS reserves the right to withdraw, without any justification, any participant from the Promotion and remove them from the Club Express for not respecting these Terms or for publishing any defamatory, offensive, obscene, threatening, xenophobic, violence inciting or discriminatory content or any other that infringes upon morality, public order, honour, privacy or the image of third parties. Should the prize have been submitted, IBERIA EXPRESS reserves the right to withdraw this.

TERM 6 Selection of prize winners

Among all the participants that comply with the Terms, the different prizes offered by the IBERIA EXPRESS roulette wheel will be granted in a completely random manner.

IBERIA EXPRESS reserves the right to not consider those participations - and to cancel them in these case that any of resulted in a prize- should it consider that there are signs of a possible fraud and, including but not limited to, automated participations by mean of third parties, participations in which incomplete, inaccurate or false data appears, indiscriminate participation from a single device, organised and professional participation that risks the purposes of the Promotion and the equality of the conditions of the participants.

TERM 7 Notification of the prize winners

Both the winner of the flight to Gran Canaria, as well as the winners of the 25%, 40% and 50% discount, will receive an email to the email address that they had registered prior to playing the roulette wheel with the instructions to request the flight to Gran Canaria, as well as the code that they should use to redeem their prize when purchasing flights on iberiaexpress.com.

In order to enjoy their prize, prize winners must provide IBERIA EXPRESS with the following: (i) their name and surname(s), (ii) their DNI [Spanish ID no] or equivalent and (iii) an email address and contact phone number.

If the prize winner fails to accept the prize in the previously outlined terms, it will be understood that the prize winner has forgone the Prize, and it shall remain unawarded.

Once notified, the prize winner must accept the prize within a term of the following SEVEN (7) working days and notify IBERIA EXPRESS, by the same means, of all the data necessary so that the prize can be submitted.

In order to enjoy their prize, the prize winner and the person accompanying them must provide IBERIA EXPRESS with the following: (i) their name and surname(s), (ii) their DNI [Spanish ID no] or equivalent and (iii) an email address and contact phone number.

If the prize winner fails to accept the prize in the previously outlined terms, it will be understood that the prize winner has forgone the Prize, and it shall remain unawarded.

TERM 8 Caveats and limitations

Neither IBERIA EXPRESS nor the companies that participate in the Promotion will assume any responsibility for damage or harm of any type due to, including but not limited to, any of the following causes: (i) incidents of force majeure; (ii) interruptions to the normal working of national internet connections or incidents, among others, of interoperability or interconnection; (iii) technical problems involving the internet networks; (iv) transmission problems not directly attributable to IBERIA EXPRESS; as well as (iv) external acts of bad faith or any other events that are removed from the company's will and/or control.

Those messages/notifications that have some irregularity or that are illegible will not be computed as valid messages/notifications for the effects of this Promotion. Any claim in this respect should be addressed to the corresponding operator.

IBERIA EXPRESS reserves the right to make changes that are in the interests of the correct development of the Promotion when there is just cause or reasons of force majeure that prevent it being carried out in the way established in these Terms.

TERM 9 Image rights

The recipients of the prize authorise for the reproduction, use and dissemination of their name and surname(s) through any media in IBERIA EXPRESS's promotions for a term of thirty (30) working days from the date in which they were notified of being a winner, without said activities bestowing them the right to remuneration or any benefit. Once this term has passed, IBERIA EXPRESS will not make any new publications or communications that include the identity (including the image) of the recipients, but it will maintain those publications made prior to this on its social media pages.

TERM 10 Personal Data

The personal data provided by the participants will be gathered and processed by IBERIA EXPRESS for the purpose of undertaking a suitable management of the contractual relation derived from the participation in the Promotion.

The participant will not be able to benefit from the Promotion without providing the information requested.

The legal terms that legitimize the processing of participant's data are the existence of a legal or contractual relation.

IBERIA EXPRESS will keep participants' information for the time necessary to carry out the Promotion and, once this is over, it will maintain them in their systems during the period that the participant belongs to Club Express and/or the legal period necessary for the purposes of attending to possible responsibilities.

The participants guarantee the authenticity, veracity and exactitude of all the information that they communicate and, if appropriate, they undertake to maintain these updated, being responsible for any direct or indirect damage or harm that may be caused to IBERIA EXPRESS or third parties due to providing incomplete, inexact or false information.

Participants have the right to access, rectify, cancel, suppress or oppose to the processing of their data, request the portability of same and the limitation of their processing, as well as exercising the rights that are recognised in the regulations in force regarding data protection, in the legal terms outlined, by sending an email to dpo@iberiaexpress.com, providing a photocopy of their DNI or equivalent document and specifying their request.

In any case, participants can present any claims that they consider appropriate to the Spanish Data Protection Agency (www.agpd.es).

TERM 11 Taxation

The prize of the Promotion will be subject to Law 35/2006 of 28 November, which approves Natural Person's Income Tax, and the partial modification of the Laws on Company Taxes, Non-resident Income Tax and Assets; pursuant to this, prizes granted in the participation of games, competitions, raffles or random combinations, whether linked to the offer, promotion or sales of determined goods, products or services or not, are subject to withholdings or payments on account providing that the withholding tax base of the prize is superior to 300 euros.

IBERIA EXPRESS will pay, if appropriate, the Public Tax Administration the amounts retained in the name of the winner, thus being obliged to inform the Spanish Tax Authorities and the winner of any information with regard to the granting the prize. Said withholdings or payments on account, in said case, will be assumed by IBERIA EXPRESS and, therefore, will constitute more value to the prize. The prize obtained in this promotion will be subject to the relevant tax implications in the Income Tax Return of the winning natural persons.

The prize will only be valid for natural persons, and legal persons are expressly prohibited from participating.

The filling in of the winner's personal data of a tax nature necessary for the submittal of the prize are obligatory, to the extent that the lack of any of this data will entail the loss of the right to the prize obtained.

TERM 12. Applicable legislation

These Terms of the Promotion are governed by Spanish law. All disputes, discrepancies, issues or complaints resulting from the exercise or interpretation of these Terms will be resolved by the Courts and Tribunals of the Capital of Madrid, expressly waiving any other jurisdiction which may correspond.

TERM 13. Acceptance of the Terms

The participation in the Promotion involves the complete and unconditional acceptance of these Terms. Any question, comment or complaint regarding the Promotion should be sent to IBERIA EXPRESS (marketing@iberiaexpress.com).

IBERIA EXPRESS reserves the right to exclude any participant that misuses the Promotion or that, in any other way, infringes these Terms, with the organiser being freed from complying with the commitments or obligations that, in said case, had been contracted with said participant.