

Promotional offer: “1,500 Gift Campaign”

One.- Campaign Organizer

The organization of the campaign (hereinafter, the “**Campaign**”) is the responsibility of ANTICIPA REAL ESTATE, S.L.U. (hereinafter, “**ANTICIPA**”), with its registered office at Calle Roure No. 6-8, planta 4^a, Polígono Industrial Mas Mateu, 08820 El Prat de Llobregat (Barcelona) and NIF (Tax ID number) B-86.963.303.

Two.- Purpose and Content of the Campaign

2.1 Purpose of the Campaign

The purpose of the Campaign is to facilitate the purchasing of apartments, houses, commercial offices, industrial units and business offices (parking spaces and storage rooms are excluded) published on www.holapisos.com (hereinafter, the “**Website**”) and featured with the “Promotion” icon (hereinafter, “**Properties**” and any one of them a “**Property**”)¹, by natural or legal persons with sufficient legal capacity to contract (hereinafter, jointly the “**Clients**” and any one of them a/the “**Client**”), provided that the Terms and Conditions for Participation (as defined below) are met.

2.2 Content of the Campaign

Participation in the Campaign in both cash and financed transactions will enable the Client to receive a gift voucher that shall be transferred to them, provided that they acquire the Property (or Properties) for the price published on the Website (excluding taxes and expenses), (hereinafter, the “**Price**”).

The aforementioned gift check will be equivalent to the notary, registry and agency fees derived from the granting of the eventual public deed of sale (taxes related to said acquisition are explicitly excluded), for a maximum amount of 1,500 euros. The amount payable to the Client shall hereinafter be referred to as the “**Gift**”.

In order to proceed with the payment of the Gift, the Client undertakes to provide ANTICIPA or the company owning the Property with the funds issued by the company assigned to manage the notarial execution and registration of the deed of sale in the Land Registry, and must in any event inform ANTICIPA at least **[3]** days prior to the execution of the corresponding public deed of sale. This amount will be considered global and closed, without the final settlement of the provision of funds implying the payment or reimbursement of additional amounts (even if these are less than 1,500 euros).

¹ The availability, prices and descriptions of the Properties are subject to alteration without prior notice. Excluding taxes and expenses.

The Gift is not cumulative with other discounts or promotional offers related to other campaigns run by ANTICIPA.

The foregoing is subject to the Terms and Conditions for Participation and the Terms and Conditions of the Property Sale (as indicated below).

Three.- Territorial and Temporal Scope of the Campaign

The Campaign shall be valid from 9:00 a.m., **March 15**, 2021 until 11:59 p.m., **May 31**, 2021, both dates inclusive, (hereinafter, the “**Validity Period**”), for the Properties stipulated in the preceding section. Without prejudice to the above, both ANTICIPA and the company owning the Properties may extend the Validity Period automatically and at their own discretion, and this shall apply to all the purposes of the Campaign.

Four.- Terms and Conditions for Participation in the Campaign

In order to participate in the Campaign and benefit from the Gift, Clients must first enter into a reservation contract during the Validity Period (hereinafter, the “**Reservation**”) in which the Price will be set forth. In the act of signing the said Reservation, an amount of 3,000 euros must be paid if it is signed in person and an amount of 1,000 euros if it is entered into remotely and through the Website, which will be possible when the Property has the “Purchase Online” icon assigned to it (the “**Formalization Requirements**”).

Secondly, once the Formalization Requirements have been met, the Clients must:

- Satisfactorily complete the internal procedures of ANTICIPA and the company that owns the Property with regard to the prevention of money laundering and terrorism financing; and
- Execute the corresponding public deed of sale for the Property, at which moment the Client shall pay the amount of the Price of the Property which remains outstanding (plus any corresponding taxes and/or expenses that may apply), under the terms previously agreed upon in the reservation document, earnest money agreement or private sales contract.

ANTICIPA or the company that owns the Property will have the power to determine (as an alternative to signing the reservation agreement) the signing of an earnest money agreement or a private sales contract, depending on the nature of the Property or the purchase. In this case, the Client must complete the internal procedures regarding the prevention of money laundering and terrorism financing prior to the signing of the said agreement.

In order to avail of the Campaign and the Gift, Clients will have to comply with all the terms and conditions stipulated in this section (hereinafter, the “**Terms and Conditions for Participation**”), as appropriate.

Five.- Terms and Conditions of the Property Sale

The sale of the Properties included in the Campaign shall be made in accordance with the following terms and conditions (hereinafter, the “**Terms and Conditions of the Property Sale**”):

- i. on an as is basis, in their entirety, with all rights and belongings that are inherent and/or accessory to them, without anything being able to be claimed for the possible difference in the size or their description;
- ii. in their current state at the time, including, without limitation, the physical and legal state, the state of construction, conservation, cleanliness, pollution, urban planning, licensing, registration and occupancy and the current geo-technical, environmental, administrative, archaeological, cadastral and rental state;
- iii. being up to date with the payment of expenses, taxes, duties and levies and, therefore, any expenses and taxes on the Properties (in particular, but without limitation, being up to date with the payment of Real Property Tax), provided that the selling company has been the payer of such taxes or the one under the obligation to pay such expenses on an accrual basis. The Real Property Tax for the current year shall be prorated in accordance with the moment at which the sale is formalized;
- iv. in the current state of the registered or legal taxes and charges at the relevant time, except for registry charges of a financial nature which are subject to cancellation prior to the execution of the Deed; and
- v. the expenses and taxes arising from the Reservation (or, if applicable, from the forfeitable deposit or the private purchase contract) and the final execution of the corresponding deed of sale shall be paid by the Clients, with the exception of the Tax on the Increase in Value of Urban Land, which, if applicable, shall be paid by the owner.

Six.- How the Campaign will Operate

The private sales contract, reservation or earnest money agreement shall stipulate the price of the Property as the sale price as well as the Client’s participation in the Campaign (unless the Client expressly waives this), without detriment to its full effectiveness in the event that all the Terms and Conditions for Participation are met.

At the time of the execution of the deed of sale, the Client and ANTICIPA shall sign a document indicating the specific amount of the Gift, in accordance with the provisions of Section 2.2 of these terms and conditions. The beneficiaries shall receive the corresponding amount within 15 days of the signing of the said document by means of a bank transfer to the account number that appears in the deed of sale, subject to the recipient’s corresponding Personal Income Tax obligations.

Seven.- Campaign Free of Charge

This Campaign is free of charge and therefore participation in it shall not involve the payment of any amount by the Client beyond the purchase price of the Property and any applicable expenses and taxes.

Eight.- Protection of Personal Data

ANTICIPA declares that the personal data provided by the Clients will be added to a database controlled by Anticipa Real Estate, S.L.U.

The personal data will be used directly to manage the Campaign and for the purpose of managing and fulfilling the contractual relationship generated within the Campaign's framework. The personal data provided will be kept for the duration of the contractual relationship and thereafter for the duration of any applicable legal or contractual actions.

Clients may at any time exercise their rights of access, rectification, erasure, opposition, portability and restriction of processing (or any other rights recognized by law) by sending a letter to the address indicated in these legal rules for the attention of the Data Protection Officer, or by sending an e-mail to lopd@holapisos.com.

Clients may file a complaint or request related to the protection of personal data with the Spanish Data Protection Agency at any time.

Nine.- Amendments and Waiver of Liability

In the event that the Campaign cannot be carried out, either due to fraud being detected in it or technical errors or any other error that is beyond ANTICIPA's control and which affects the normal execution of the Campaign, ANTICIPA reserves the right to cancel, modify, or suspend it.

ANTICIPA shall not be held liable for any delays or any other circumstance attributable to third parties that may affect participation or the execution of the Campaign.

ANTICIPA reserves the right to postpone or extend the period of the Campaign, as well as the right to interpret these legal terms and conditions.

Moreover, ANTICIPA shall be released from any liability if any of the above cases should occur, as well as from any liability for damages that could be caused during the course of the Campaign.

Ten.- Acceptance of these Legal Terms and Conditions

Participation in the Campaign entails full acceptance of these legal terms and conditions.

Eleven.- Applicable Law

This Campaign is governed by the general Spanish law.